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October 31, 2006

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VIA HAND DELIVERYThe Honorable Charles L. A. Terreni
Chief Clerk and Administrator
The Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

COPY	
Posted:	<u>D. Duke</u>
Dept:	<u>SA</u>
Date:	<u>11-1-06</u>
Time:	

ORIGINAL**VIA HAND DELIVERY**The Honorable C. Dukes Scott
Executive Director
South Carolina Office of Regulatory Staff
1441 Main Street, Suite 300
Columbia, South Carolina 29201

RECEIVED
2006 OCT 31 PM 4:30
SC PUBLIC SERVICE
COMMISSION

- RE:
- Docket 2005-210-E; Application of Duke Energy Corporation for Authorization to Enter into a Business Combination Transaction with Cinergy Corporation.
 - Docket 2006-3-E; Duke Energy Carolinas, LLC ("Duke Energy Carolinas") Annual Review of Base Rates.
 - **Updated Rate Schedules to Reflect Adoption of Post-Merger Name.**
 - **Updated Rate Schedules to Reflect October 1, 2006, Fuel Factor.**

Dear Messrs. Terreni and Scott:

You will recall our previous correspondence of September 28, 2006, relevant to the above referenced Docket. Also please reference the Public Service Commission of South Carolina ("Commission"), Order Number 2006-554, issued in Docket Number 2006-3-E.

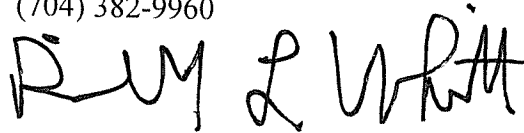
Duke Energy Carolinas, through counsel, and also pursuant to the correspondence and Order referenced hereinabove, hereby encloses for filing ten un-collated sets and a set of ten collated copies, updated Rate Schedules to reflect the adoption of the Post-Merger Name and updated Fuel Factor by Duke Energy Carolinas.

ORS will be served with this correspondence, appropriate electronic copies of updated Rate Schedules and one hard copy of all updated Rate Schedules.

If either of you have any questions or concerns please do not hesitate to contact the undersigned.

Respectfully Submitted,

Lara Simmons Nichols
Duke Energy Carolinas
(704) 382-9960

A handwritten signature in black ink, appearing to read "W F Austin" followed by "R L Whitt".

William F. Austin
Richard L. Whitt

Attorneys for Duke Energy Carolinas

RLW/nc

Enclosures

CC: Dan F. Arnett
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(All Without Enclosures)
Scott Elliott, Esquire
(Without Enclosure)
Frank R. Ellerbe III, Esquire
(Without Enclosure)

SCHEDULE RS (SC)
RESIDENTIAL SERVICEAVAILABILITY (South Carolina Only)

Available only to residential customers in residences, condominiums, mobile homes, or individually-metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking, and sanitation.

Service under Categories 3 and 4 is closed and not available for service unless the residential structure meets the Category 3 or 4 requirements and construction began before June 29, 1993. Categories 3 or 4 remain in effect for structures which qualified before June 29, 1993 and continue to meet the Category 3 or 4 requirements.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H. P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE:

	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3*</u>	<u>Category 4*</u>
I. Basic Facilities Charge per month	\$6.16	\$6.16	\$6.16	\$6.16
II. Energy Charges				
For the first 1000 kWh used per month, per kWh	7.7507¢	7.0478¢	7.3611¢	6.6913¢
For all over 1000 kWh used per month, per kWh	8.5368¢	8.5368¢	8.1082¢	8.1082¢

*Closed effective June 29, 1993 (see Availability above).

RATE CATEGORIES AND REQUIREMENTS

CATEGORY 1 is applicable to any residential customer.

CATEGORY 2 is applicable where an electric water heater meeting the specifications set forth below is installed and is used to supply the entire water heating requirements, except that which may be supplied by non-fossil sources such as solar.

- Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity and may be equipped with only a lower element or with a lower element and an upper element.
- Water heaters having only a lower element may have wattages up to but not exceeding the wattages shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 - 49	4500
50 - 119	5500
120 and larger	Special approval

- The total wattage of the elements in a water heater with a lower element and an upper element may not exceed the specific wattages above unless the water heater has interlocking thermostats to prevent simultaneous operation of the two elements such that the maximum wattage is not exceeded during operation.

Schedule RS (SC) (continued)

CATEGORY 3 is applicable for residences which meet the following thermal conditioning requirements:

1. Ceilings shall have insulation installed having a thermal resistance value of 30 (R-30).
2. Walls exposed to full temperature differential (TD) or unconditioned area shall have a total resistance of R-12.
3. Floors over crawl space shall have insulation installed having a resistance of R-19.
4. Windows shall be insulated glass or storm windows.
5. Doors exposed to full TD shall be weather-stripped and equipped with storm doors or of the insulated type. Other doors exposed to unconditioned areas must be weather-stripped.
6. Air ducts located outside of conditioned space must have: 1) all joints mechanically fastened and sealed, and 2) a minimum of 2 inches of R-6.5 duct wrap insulation, or its equivalent.
7. Attic ventilation must be a minimum of one square foot of free area for each 150 square feet of attic area. Mechanical ventilation or ceiling vapor barrier, in lieu of free area, may be used where necessary, subject to special approval.
8. Chimney flues and fireplaces must have tight-fitting dampers.
9. Central air conditioning systems installed after June 29, 1993 must have a Seasonal Energy Efficiency Ratio (SEER) of 11 or more (10.5 SEER or more for package systems).

Alternate Equivalent Performance Standard: Variations may be made in the Insulation Standards as long as total heat loss does not exceed that calculated using the specific Standards above. Duct or pipe losses shall be included in the computation of the total heat losses. Duke Power's procedure for calculating heat loss or the current edition of ASHRAE (American Society of Heating, Refrigerating, and Air Conditioning Engineers) Guide shall be the source for heat loss calculations.

CATEGORY 4 is available for residences which meet the requirements of both Categories 2 and 3 above.

Billing of service under Categories 2, 3, or 4 will begin after the Customer has notified the Company that the rate category qualifications have been met and the Company has inspected the premises for compliance with the provisions of the applicable category. The Company at all reasonable times shall have the right to periodically inspect the premises of the Customer for compliance with the requirements, subsequent to the initial inspection.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to, all service supplied under this Schedule.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

SCHEDULE RE (SC)
RESIDENTIAL SERVICE
ELECTRIC WATER HEATING AND SPACE CONDITIONING

AVAILABILITY (South Carolina Only)

Available only to residential customers in residences, condominiums, mobile homes, or individually-metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating, cooking, clothes drying, and environmental space conditioning must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

To qualify for service under this Schedule, the environmental space conditioning system and a separate electric water heater must permanently be installed in accordance with sound engineering practices and the manufacturer's recommendations, and both shall meet the requirements shown under Rate Categories and Requirements below.

Category 2 is closed and not available for service unless the building permit for a residential structure was issued prior to February 1, 2005 and where construction is completed and the structure meets the requirements for Category 2 prior to September 1, 2005. Category 2 remains in effect for structures which did qualify before January 1, 2005 and continue to meet the requirements of Category 2.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H. P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE:

	<u>Category 1</u>	<u>Category 2*</u>
I. Basic Facilities Charge per month	\$6.16	\$6.16
II. Energy Charges		
For the first 1000 kWh used per month, per kWh	6.4267¢	6.1029¢
For all over 1000 kWh used per month, per kWh	7.0657¢	6.7103¢

*Closed effective January 1, 2005 (See Availability above)

RATE CATEGORIES AND REQUIREMENTS

CATEGORY 1 is applicable where the following requirements for electric water heating and environmental space conditioning are met.

An electric water heater meeting the specifications set forth below must be installed and used to supply the entire water heating requirements, except that which may be supplied by non-fossil sources such as solar.

- Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity and may be equipped with only a lower element or with a lower element and an upper element.
- Water heaters having only a lower element may have wattages up to but not exceeding the wattages shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 - 49	4500
50 - 119	5500
120 and larger	Special approval

- The total wattage of the elements in a water heater with a lower element and an upper element may not exceed the specific wattages above unless the water heater has interlocking thermostats to prevent simultaneous operation of the two elements such that the maximum wattage is not exceeded during operation.

RATE CATEGORIES AND REQUIREMENTS (continued)

Electric space conditioning meeting the specifications set forth below must be installed and used to supply the entire space conditioning requirements, except that which may be supplied by supplemental non-fossil sources such as solar.

1. Room-type systems shall be controlled by individual room thermostats.
2. Heat pumps shall be controlled by two-stage heating thermostats, the first stage controlling compressor operation and the second stage controlling all auxiliary resistance heaters. Auxiliary heaters shall be limited to 48 amps (11.5 KW at 240 volts) each and shall be switched so that the energizing of each successive heater is controlled by a separate adjustable outdoor thermostat. A manual switch for by-pass of the first stage and the interlock of the second stage of the heating thermostat will be permitted.
3. Excess heating capacity (15% more than total calculated heat losses) may be disconnected at the option of the Company.
4. Total heat loss shall not exceed 30 BTUH (at 60 degrees F. temperature differential) per square foot of net heated area. Duke Power's procedure for calculating heat loss or the current edition of ASHRAE (American Society of Heating, Refrigerating, and Air Conditioning Engineers) Guide shall be the source for heat loss calculations. Duct or pipe losses shall be included in the computation of total heat losses.

CATEGORY 2 is applicable for residences which meet the following thermal conditioning requirements in addition to the requirements of Category 1 above. All residential structures for which construction is started on or after June 29, 1993 must meet the following requirements:

1. Ceilings shall have insulation installed having a minimum thermal resistance value of 30 (R-30).
2. Walls exposed to full temperature differential (TD) or unconditioned area shall have a minimum total resistance of R-16.
3. Floors over crawl space shall have insulation installed with a minimum resistance value of R-19.
4. Concrete slab floors shall have perimeter insulation installed having a minimum resistance value of R-6.
5. The residence must be constructed with a continuous vapor barrier on all exterior walls.
6. Windows shall be insulated glass or storm windows.
7. Glass areas shall meet state building code requirements.
8. Doors exposed to full TD shall be weather-stripped and equipped with storm doors or of the insulated type. Other doors exposed to unconditioned areas must be weather-stripped.
9. Air ducts located outside of conditioned space must have: 1) all joints mechanically fastened and sealed, and 2) a minimum of 2 inches of R-6.5 duct wrap insulation, or its equivalent.
10. Ducts for the space conditioning system(s) must be sealed with a permanent finish sealant with air leakage of 3% or less.
11. Attic ventilation must be a minimum of one square foot of free area for each 150 square feet of attic area. Mechanical ventilation or ceiling vapor barrier, in lieu of free area, may be used where necessary, subject to special approval.
12. Chimney flues and fireplaces must have tight-fitting dampers.
13. Central air conditioning systems installed in residences for which construction is started on or after June 29, 1993 (or new central air conditioning systems installed in existing residences after June 29, 1993) must have a Seasonal Energy Efficiency Ratio (SEER) of 11 or more (10.5 or more SEER for package systems).

The following exceptions to the above requirements apply to residential structures served by the Company (or for which a construction was started) prior to June 29, 1993. These exceptions also apply to all manufactured homes.

1. Walls exposed to full temperature differential (TD) or unconditioned area shall have a minimum total resistance of R-12.
2. Number 4 above concerning slab insulation is not applicable.
3. Number 5 above concerning continuous vapor barrier is not applicable.
4. Number 7 above concerning glass limitation is not applicable.
5. Number 10 above concerning duct sealant is not applicable.

Alternate Equivalent Performance Standard: Variations may be made in the Insulation Standards as long as total heat loss does not exceed that calculated using the specific Standards above. Duct or pipe losses shall be included in the computation of total heat losses. Duke Power's procedure for calculating heat loss or the current edition of ASHRAE Guide shall be the source for heat loss calculations.

Billing of service under this schedule will begin after the Customer has notified the Company that qualifications for Category 1 or 2 have been met and the Company has inspected the premises for compliance with the provisions of the applicable category. The Company at all reasonable times shall have the right to periodically inspect the premises of the Customer for compliance with the requirements, subsequent to the initial inspection.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to, all service supplied under this Schedule.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee, or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

SCHEDULE RE (SC) continued

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

SCHEDULE ES (SC)
RESIDENTIAL SERVICE, ENERGY STAR

AVAILABILITY (South Carolina Only)

Available only to residential customers in residences, condominiums, mobile homes, or individually-metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking, and sanitation, and which are certified to meet the standards of the Energy Star program of the United States Department of Energy and Environmental Protection Agency.

To qualify for service under this Schedule compliance with the Energy Star standards must be verified by a third party independent Home Energy Rating System (HERS) rater working for an approved HERS provider.

Electric space heating and/or electric domestic water heating are not required, but if present, must meet the standards outlined below to qualify for the Rates under Category 2 or 3, and must be must permanently be installed in accordance with sound engineering practices and the manufacturer's recommendations. In addition, to qualify for service under this schedule all electric energy used in the dwelling must be recorded through a single meter.

Energy Star Home Certification criteria may vary based on the geographical location of the residence. The criteria for each county served by Company and a list of independent HERS raters are available from the Company or on the Energy Star web site at www.energystar.gov.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H. P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE:

	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>
I. Basic Facilities Charge per month	\$6.16	\$6.16	\$6.16
II. Energy Charges			
For the first 1000 kWh used per month, per kWh	7.6075¢	6.9187 ¢	6.1029¢
For all over 1000 kWh used per month, per kWh	8.3779¢	8.3779¢	6.7103¢

RATE CATEGORIES AND REQUIREMENTS

CATEGORY 1 is applicable to residences where the Energy Star standards are met, irrespective of the source of energy used for water heating or environmental space conditioning.

CATEGORY 2 is applicable to residences where the Energy Star standards are met and electric water heating is installed and used to supply the entire water heating requirements, except that which may be supplied by non-fossil sources such as solar.

- Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity and may be equipped with only a lower element or with a lower element and an upper element.
- Water heaters having only a lower element may have wattages up to but not exceeding the wattages shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 - 49	4500
50 - 119	5500
120 and larger	Special approval

RATE CATEGORIES AND REQUIREMENTS Category 2 (continued)

3. The total wattage of the elements in a water heater with a lower element and an upper element may not exceed the specific wattages above unless the water heater has interlocking thermostats to prevent simultaneous operation of the two elements such that the maximum wattage is not exceeded during operation.

CATEGORY 3 is applicable to residences where the Energy Star standards are met and all energy required for all water heating, cooking, clothes drying, and environmental space conditioning is supplied electrically, except that which may be supplied by supplemental non-fossil sources such as solar. Electric water heating must meet the requirements outlined in Category 2 above.

Billing of service under this schedule will begin after the Customer has provided the Company with certification that the residence meets the Energy Star standards. In addition, if the residence is equipped with electric environmental space conditioning and/or electric water heating, billing of service under Category 2 or 3 will begin after the Customer has provided satisfactory documentation that the residence meets the requirements of Category 2 or 3 shown above. The Company at all reasonable times shall have the right to periodically inspect the premises of the Customer for compliance with the requirements, subsequent to the initial inspection.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to, all service supplied under this Schedule.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee, or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

SCHEDULE RT (SC)
RESIDENTIAL SERVICE, TIME-OF-USE

AVAILABILITY (South Carolina Only)

Available on a voluntary basis to individually-metered residential customers in residences, condominiums, mobile homes, or apartments which provide independent and permanent facilities for living, sleeping, eating, cooking, and sanitation.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H. P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE:

I.	Basic Facilities Charge per month	\$11.59	
		Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
II.	On-Peak Demand Charge per month	\$6.41	\$3.21
III.	Energy Charge		
	a. On-Peak energy per month	4.9530 cents per kWh	4.9530 cents per kWh
	b. Off-Peak energy per month	3.9732 cents per kWh	3.9732 cents per kWh

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
On-Peak Period Hours	1:00 p.m. – 7:00 p.m. Monday – Friday	7:00 a.m. – 12:00 noon Monday - Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours. All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.	

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

Summer months' rates apply to service from June 1 through September 30. Winter months' rates apply to service from October 1 through May 31.

DETERMINATION OF BILLING DEMAND

The On-Peak Demand for billing purposes each month shall be the maximum integrated thirty-minute demand measured for the On-Peak period during the month for which the bill is rendered.

MINIMUM BILL

The minimum bill shall be the Basic Facilities Charge.

Schedule RT (SC) (continued)

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

SCHEDULE WC (SC)
RESIDENTIAL WATER HEATING SERVICE
CONTROLLED / SUBMETERED

AVAILABILITY (South Carolina Only)

Available only for domestic water heating purposes to individually metered residential customers receiving concurrent service on Schedule RS, RE, RB or ES. Service under this Schedule is not available if the residence has water heating load control under Rider LC.

This Schedule is available on a voluntary basis, at the Company's option, in areas where the Company operates load control devices. Residential controlled submetered water heating service is available where the following requirements are met:

1. All water heating requirements for the residence must be supplied electrically, except those provided by non-fossil sources of energy such as solar.
2. All electric energy required for a water heating system (i.e., wired and plumbed together) must be controlled and served through the submeter.
3. Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity, and may be equipped with only a lower element or with a lower element and an upper element.
4. Water heaters having only a lower element may have wattages up to but not exceeding the wattages shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 - 49	4500
50 - 119	5500
120 and larger	Special approval

5. The total wattage of the elements in a water heater with a lower element and an upper element may not exceed the specific wattages above unless the water heater has interlocking thermostats to prevent simultaneous operation of the two elements such that the maximum wattage is not exceeded during operation.
6. More than one water heater in a residence may be served under this Schedule provided each individually meets the above requirements, and provided their total wattage is interlocked to prevent simultaneous operation of more than 5500 watts. A higher simultaneous operating wattage may be allowed with special approval of the Company for water heating systems with storage tank capacity of 120 gallons or more.
7. Water heating for the purpose of space heating is not permitted under this Schedule.
8. The Company shall have the right to require that the owner of the controlled equipment give satisfactory written approval for the Company's installation and operation of load control devices on that equipment before entering an agreement with the Customer and making such installation.

TYPE OF SERVICE

This service is solely for the purpose of water heating and will be provided from the Company's 60 Hertz, single-phase residential service. This service will be controlled by the Company using a load control device, and submetered in the Customer's water heater circuit. The Company shall have the right to interrupt service to the Customer's water heater under this Schedule. All water heating controlled under this Schedule shall be served through a single submeter. The submetered service will be available at least six hours out of twenty-four hours.

RATE:

Basic Facilities Charge	\$1.40
All kWh per month	2.9681 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

INSTALLATION FEE

Service under this Schedule requires a water heater circuit wired through a Company meter enclosure, exclusive of any other load, and suitable for the installation of a load control device. The Customer shall pay a fee as follows:

Prewired for controlled submetered water heating service	No charge
Additional wiring for controlled submetered water heating service	\$35.00
Concurrent installation of additional wiring for controlled submetered water heating service, and air conditioning load control under Rider LC	\$50.00

The Company will not be required to install additional wiring for the charges listed above if the Company determines the wiring cannot be done in a manner which is economically feasible.

Schedule WC (SC) (continued)

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice. If within the first year the Customer wishes to discontinue this submetered service but continue service at the same location, the Customer will pay a \$25.00 service charge.

SCHEDULE RB (SC)
RESIDENTIAL SERVICEAVAILABILITY (South Carolina Only)

Available only to individually-metered residential customers in residences, condominiums, mobile homes, or apartments which meet the thermal conditioning and other requirements below, irrespective of the source of energy for environmental space conditioning.

This Schedule is closed and not available for service to customers at locations where the Customer was not served by the Company prior to November 18, 1991.

Thermal Conditioning and Equipment Standards

A. - Sufficient application of thermal control products must be installed to meet the standards outlined below:

- Ceilings shall have insulation installed having a thermal resistance value of 30 (R-30).
- Walls exposed to full temperature differential (TD) or unconditioned area shall have a total resistance of R-12.
- Floors over crawl space shall have insulation installed having a resistance of R-19.
- Windows shall be insulated glass or storm windows.
- Doors exposed to full TD shall be weather-stripped and equipped with storm doors or of the insulated type.
- Other doors exposed to unconditioned areas must be weather-stripped.
- Air ducts located outside of conditioned space must have: 1) all joints mechanically fastened and sealed, and, 2) a minimum of 2 inches of R-6.5 duct wrap insulation, or its equivalent.
- Attic ventilation must be a minimum of one square foot of free area for each 150 square feet of attic area.
- Mechanical ventilation or ceiling vapor barrier, in lieu of free area, may be used where necessary, subject to special approval.
- Chimney flues and fireplaces must have tight-fitting dampers.

Alternate Equivalent Performance Standard: Variations may be made in the Insulation Standards as long as total heat loss does not exceed that calculated using the specific Standards above. Duct or pipe losses shall be included in the computation of total heat losses. Duke Power's procedure for calculating heat loss or the current edition of ASHRAE* Guide shall be the source for heat loss calculations.

Framing corrections are not to be considered in computing resistance values.

All thermal control products described in the Standards above should be installed in accordance with manufacturer's recommendations.

B. Electric Space Heating is not required, but if installed, shall meet the following conditions:

1. Heat pumps shall be controlled by two-stage heating thermostats, the first stage controlling compressor operation and the second stage controlling all auxiliary resistance heaters. Auxiliary heaters shall be limited to 48 amps (11.5 KW at 240 volts) each and shall be switched so that the energizing of each successive heater is controlled by a separate adjustable outdoor thermostat. A manual switch for by-pass of the first stage and the interlock of the second stage of the heating thermostat will be permitted.
2. Excess heating capacity (15% more than total calculated heat losses) may be disconnected at the option of the Company.
3. Total heat loss shall not exceed 30 BTUH** per square foot of net heated area. Duke Power's procedure for calculating heat loss or the current edition of ASHRAE* Guide shall be the source for heat loss calculations. Duct or pipe losses shall be included in the computation of total heat losses.

C. Electric Domestic Water Heating is not required, but if installed, shall meet the following conditions:

1. Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity, and may be equipped with only a lower element or with a lower element and an upper element.
2. Water heaters having only a lower element may have wattages up to but not exceeding the specific wattages as shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 - 39	3500
40 - 49	4500
50 and larger	5500

3. Water Heaters having both a lower and an upper element may have wattages in each element up to but not exceeding the specific wattages set forth in the table above for single-element heaters, but they must have interlocking thermostats to prevent simultaneous operation of the two elements; however, if the sum of the wattages of the two elements does not exceed the specific wattages for single-element heaters set forth in the table above, no interlocking device will be required.
4. Water Heaters of 120 gallon capacity and larger shall be subject to special approval.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120 / 240 volts; or
3-phase, 208Y / 120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

RATE:

Basic Facilities Charge	\$6.16
For the first 1000 kWh used per month,	6.5806 cents per kWh
For all over 1000 kWh used per month.	7.2346 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

RESIDENTIAL LOAD CONTROL PROVISIONS

In areas where the Company operates load control devices, and at the Company's option, the Company offers a limited program as described in its schedule Rider LC for customers who voluntarily enter into a specific agreement for residential load control whereby the Company will pay customers for the right to interrupt service to the Customer's central electric air conditioning (cooling) systems and/or electric water heaters.

* American Society of Heating, Refrigerating and Air Conditioning Engineers

** At 60 degree F. temperature differential

SCHEDULE G (SC)
GENERAL SERVICEAVAILABILITY (South Carolina Only)

Available to the individual customer.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge	\$6.85
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month	No Charge
	For all over 30 kW of Billing Demand per month	\$3.28 per kW
II.	Energy Charge	
	<u>For the First 125 kWh per KW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month	10.1560 cents per kWh
	For the next 87,000 kWh per month	5.2520 cents per kWh
	For all over 90,000 kWh per month	3.4862 cents per kWh
	<u>For the Next 275 kWh per KW Billing Demand per Month:</u>	
	For the first 6,000 kWh per month	5.3226 cents per kWh
	For the next 95,000 kWh per month	5.2606 cents per kWh
	For the next 39,000 kWh per month	4.6321 cents per kWh
	For the next 60,000 kWh per month	4.6204 cents per kWh
	For all over 200,000 kWh per month	4.5571 cents per kWh
	<u>For all Over 400 kWh per KW Billing Demand per Month:</u>	
	For the first 1,000,000 kWh per month	4.4490 cents per kWh
	For all over 1,000,000 kWh per month	4.1884 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand.
3. 30 kilowatts (kW)

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 kW or more. The Company may, at its option, install a demand meter for any customer served under this schedule.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly

\$1.49 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual

\$28.40 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE W (SC)
GENERAL SERVICE
WATER HEATINGAVAILABILITY (South Carolina Only)

Available only to customers on Schedule G or I receiving service at 575 volts or less. Service under this Schedule is available for water heating purposes other than space heating. Water heaters must be of the insulated storage type.

TYPE OF SERVICE

The Company will furnish 60 Hertz service, single-phase or three-phase, sub-metered at the same point of delivery and at the same voltage as the energy which is delivered to the Customer on Schedule G or Schedule I.

The hours of use under this Schedule shall be under the control of the Company and may be limited to fifteen hours out of each twenty-four hours.

RATE:

For the first 100 kWh used per month	8.2624 cents per kWh
For all over 100 kWh used per month	5.8440 cents per kWh

Exceptions:

Where electric water heating energy is supplied on this Schedule to landlords who supply domestic hot water to not more than four tenants in small apartment houses or in certain small commercial establishments, and no other energy is used by the landlord, the Company may choose not to install a meter for Schedule G. In such cases the Company will add a Basic Facilities Charge of \$6.85 per month to the bill as calculated above. The minimum monthly bill under such an arrangement will be in accordance with the provisions of Schedule G, and the billing demand will be that of the water heater, or estimated at 4 kW if not known.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year and thereafter until terminated by either party on thirty days' written notice.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE TS (SC)
TRAFFIC SIGNAL SERVICE

AVAILABILITY (South Carolina Only)

Available to municipalities in which the Company owns and operates the electric distribution system, and to County, State, and Federal Authorities, in areas served by the Company, for the energy requirements of traffic and safety signal systems.

Power delivered under this Schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at 120/240 volts, single-phase.

RATE:

Basic Facilities Charge	\$2.76
For the first 10 kWh used per month	0.3665 cents per kWh
For the next 40 kWh used per month	16.1950 cents per kWh
For all over 50 kWh used per month	5.8582 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

MINIMUM BILL

\$2.76 per month

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of, and be due and payable with, the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year and thereafter until terminated by either party on thirty days' written notice.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE GA (SC)
GENERAL SERVICE, ALL-ELECTRICAVAILABILITY (South Carolina Only)

Available only to establishments in which environmental space conditioning is required and all energy for all such conditioning (heating and cooling) is supplied electrically through the same meter as all other electric energy used in the establishment. However, if any such establishment contains residential housekeeping units, all energy for all water heating and cooking for such units is also supplied electrically.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise, and all electric energy used in the establishment must be provided by the Company.

To qualify for service under this Schedule, space conditioning systems shall be permanently installed in accordance with sound engineering practices and the manufacturer's recommendation.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Power Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge	\$7.80	
II.	Demand Charge	No Charge	
	For the first 30 KW of Billing Demand per month	\$3.28 per kW	
	For all over 30 KW of Billing Demand per month		
II.	Energy Charge	Billing Months April - November	Billing Months December - March
	<u>For the First 125 kWh per KW Billing Demand per Month:</u>		
	For the first 3,000 kWh per month	10.1560 cents per kWh	9.6457 cents per kWh
	For the next 87,000 kWh per month	5.2520 cents per kWh	4.9869 cents per kWh
	For all over 90,000 kWh per month	3.4862 cents per kWh	3.3094 cents per kWh
	<u>For the Next 275 kWh per KW Billing Demand per Month:</u>		
	For the first 6,000 kWh per month	5.3226 cents per kWh	5.0539 cents per kWh
	For the next 95,000 kWh per month	5.2606 cents per kWh	4.9950 cents per kWh
	For the next 39,000 kWh per month	4.6321 cents per kWh	4.3980 cents per kWh
	For the next 60,000 kWh per month	4.6204 cents per kWh	4.3868 cents per kWh
	For all over 200,000 kWh per month	4.5571 cents per kWh	4.3268 cents per kWh
	<u>For all Over 400 kWh per KW Billing Demand per Month:</u>		
	For the first 1,000,000 kWh per month	4.4490 cents per kWh	4.2240 cents per kWh
	For all over 1,000,000 kWh per month	4.1884 cents per kWh	3.9764 cents per kWh

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand.
4. 15 kilowatts (kW)

Note: The minimum billing demand for contracts made prior to March 15, 1971 shall be 5 kW until the maximum integrated thirty-minute demand becomes 15 KW, after which the minimum billing demand for such contracts shall be 15 kW.

The Company will install a permanent demand meter for all customers served under this Schedule.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly

\$1.49 per KW per month of Billing Demand

Annual

\$28.40 per KW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

South Carolina Twenty-Sixth Revised Leaf No. 24

Effective for bills on and after October 1, 2006

PSCSC Docket No. 2006-3-E, Order No. 2006-554

SCHEDULE 9 (SC)
SERVICE TO COTTON GINS

AVAILABILITY (South Carolina Only)

Available only to Cotton Gins purchasing all power requirements from the Company at primary voltage.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz, three-phase service through one meter, at one delivery point, at the available primary distribution voltage. The Customer shall provide, own, and maintain transformers and associated equipment necessary to obtain utilization voltage, and metering shall be on the Company's side of such transformers.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

10.9110 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

MINIMUM BILL

None

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years when the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE BC (SC)
BUILDING CONSTRUCTION SERVICE

AVAILABILITY (South Carolina Only)

Available only as temporary service to builders for use in the construction of buildings or other establishments which will receive, upon completion, permanent electric service from the Company's lines.

This Schedule is not available for permanent service to any building or other establishment, or for service to construction projects of types other than those described above. This Schedule is not available to rock crushers, asphalt plants, carnivals, fairs, or other non-permanent connections. Such service will be provided on the Company's General Service Schedule.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at 120/240 volts, single phase.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

For the first 50 kWh used per month	\$5.04 plus 0.5966 cents per kWh
For all over 50 kWh used per month	5.9127 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

MINIMUM BILL

\$5.04 per month

OTHER CHARGES

There will be no charge for connection and disconnection of the temporary service if the builder accepts delivery at a point where the Company deems such delivery feasible; otherwise, there will be a charge as follows: Overhead service conductors, transformers and line extensions necessary to serve such requirements will be erected and dismantled at actual cost subject to credit for facilities which may remain in permanent service. The actual cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed.

If the builder or his subcontractors require additional temporary services at the same construction site, a charge, computed as in the foregoing, shall be made for each such service.

The Company may require a deposit equal to the estimated cost of connection and disconnection plus the estimated billing on the foregoing rate for the period involved, said deposit to be returned if the contract period is fulfilled.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The term of this contract shall be the estimated length of time, declared by the builder on making application for service, required for completion of construction at the location where service is requested. The builder shall notify the Company when construction is completed. If at any time during the term of this contract, inspection discloses construction completed, or energy being used for purposes other than that set forth in this Schedule, the contract shall be deemed terminated, and billing for service thereafter, until disconnection is requested, shall be on the Company's General Service Schedule.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE OL (SC)
OUTDOOR LIGHTING SERVICEAVAILABILITY (South Carolina Only)

Available to the individual customer for lighting of private outdoor areas at locations on the Company's distribution system. Service under this Schedule may be withheld or discontinued at the option of the Company.

RATE:(A) Bracket-Mounted Luminaires

All-night outdoor lighting service using Company standard equipment mounted on standard poles:

<u>Lamp Rating</u>			<u>Per Month Per Luminaire and</u>		
<u>Lumens</u>	<u>kWh Per Month</u>	<u>Style</u>	<u>Existing Pole (1)(2)</u>	<u>New Pole (1)</u>	<u>New Pole Served Underground(1)</u>
Mercury Vapor					
4,000	41	Post Top (3)	\$ 6.25 (4)	NA	\$13.00
4,000	41	Suburban	4.85 (5)	NA	NA
4,000	41	Post Top (7)	8.10	NA	NA
4,000	41	Post Top (7)	10.55	NA	NA
7,500	75	Post Top (7)	9.95	NA	NA
7,500	75	Suburban (8)	6.25	\$11.95	16.00
7,500	75	Urban	7.25	12.95	17.00
20,000	152	Urban	9.40	15.10	19.15
High Pressure Sodium Vapor					
4,000	21	Post Top (3)	NA	NA	13.00
9,500	47	Suburban (8)	7.35	13.05	17.10
9,500	47	Urban	8.50	14.20	18.25
13,000	56	Suburban (in suitable mercury fixture)	8.00 (6)	NA	NA
16,000	70	Urban	8.80	14.50	18.55
27,500	104	Urban	10.25	15.95	20.00
50,000	156	Urban	12.05	17.75	21.80
Metal Halide					
40,000	155	Urban	14.95	20.65	24.70
110,000	395	Area	48.55	56.05	60.10

- (1) The monthly rate per luminaire will be as shown above minus 0.0547 cent per kWh for the indicated kWh per month.
- (2) For luminaires in service before November 18, 1991, the monthly rate is applicable to existing installations, including pole, but does not include additional separate charges.
- (3) Luminaire is not available for the lighting of streets, roadways, and other vehicle thoroughfares.
- (4) Luminaire is not available for new installation locations. Rate applies to existing installations which were in service before November 18, 1991.
- (5) Luminaire is not available for new installation locations. Rate applies to existing installations which were in service before January 1, 1973.
- (6) Luminaire is not available for new installation locations. Rate applies to existing installations which were in service before October 8, 1985.
- (7) Luminaire is not available for new installation locations. Rate applies to existing installations which were in service before January 17, 1975.
- (8) Luminaire is not available for new installation locations. Rate applies to existing installations which were in service before July 1, 2005.

(B) Other Luminaires

Decorative and non-standard luminaires can be installed on request, at the Company's option, at the rate in (A) above plus an extra monthly charge equal to 1.7% of the estimated difference in cost installed between the luminaire and structure requested and the equivalent luminaire and wood pole in (A) above.

Schedule OL (SC) (continued)

(C) Underground Charges

- (1) Additional monthly charge for the underground conductor system:

<u>Feet Per Pole</u>	<u>From Overhead System</u>	<u>From Underground System</u>
Over 150 feet	\$.07 for each increment of 10 feet, or less, over 150 feet	\$.07 for each increment of 10 feet, or less, over 150 feet

- (2) When the installation requires the cutting and replacing of pavement of more than one drive or one walkway per luminaire, 1.7% of the estimated cost of this cutting and replacing of pavement will be added to the charges above.
- (3) When an installation is in an area served by a concrete-encased duct system, additional charges stated above will not apply and, instead, the additional monthly charge will be 1.7% of the estimated cost of the underground conductor system.
- (4) An underground conductor system, up to 150 feet per pole, can be installed to an existing pole under the "Existing Pole" rate in (A) for an additional monthly charge of \$4.05 per pole. For installations over 150 feet per pole, the charges under (C) (1) will apply in addition to the \$4.05 charge.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

EXPLANATORY NOTES

- (1) Lamps will burn from approximately one half-hour after sunset until approximately one half-hour before sunrise. The Company will readily replace burned-out lamps and otherwise maintain the luminaires during regular daytime working hours following notification by the Customer.
- (2) Luminaires will be installed only on Company-owned poles, and all facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the Company.
- (3) Equipment (such as disconnecting switches) not supplied by the Company as standard is not available under this Schedule, and shall not be installed by the Customer.
- (4) This Schedule is not available for seasonal or other part-time operation of outdoor luminaires.
- (5) Clear mercury vapor lamps are standard equipment in all mercury vapor luminaires. Color-improved lamps can be supplied for an extra charge of \$1.05 per lamp per month.
- (6) Service using overhead conductors is not available in any area designated by the Company as underground distribution area, nor in any area, location, or premises being served from an underground source.
- (7) All luminaires except the 110,000 lumen metal halide fixture will be installed on standard 30-foot, class 6 size wood poles. The 110,000 lumen metal halide fixture will be installed on standard 40-foot, class 5 wood poles. On Customer request, and for an additional charge, all luminaires, except the 110,000 lumen metal halide fixture can be installed on wood poles larger than the standard 30-foot, class 6 size, if the location permits the use of bucket-type equipment for mounting and servicing: 35-foot, class 5 pole for 25 cents per month, or 40-foot, class 5 pole for 35 cents per month. Other size poles, or structures other than standard wood poles, can be installed for an extra monthly charge equal to 1.7% of the estimated installed cost difference between the requested pole or structure, and the standard wood pole, but not less than \$5.35 per month per pole or structure. Brackets longer than the standard length of 30 inches, but not longer than 20 feet, can be installed where use of bucket-type equipment is permitted for an extra charge of 70 cents per month per bracket.
- (8) Where two or more luminaires were installed for service before November 18, 1991 on the same pole or other structure, the applicable monthly charges for each luminaire other than the first will be reduced \$1.75.
- (9) Luminaire locations shall be designated by the Customer and where only an extension of secondary facilities is required from the nearest distribution source, the rate per luminaire in (A) above shall apply. When the number of required poles exceeds the number of luminaires requested, a monthly charge not less than \$1.75 per standard wood pole shall be made for luminaires installed for service before November 18, 1991. A monthly charge of \$5.70 per standard wood pole shall be made for luminaires installed for service after November 18, 1991. When any installation requires an extension of primary facilities solely to serve the luminaires, an additional monthly charge equal to 1.7% of the estimated cost of the primary extension shall be made. Should any installation require guying of secondary facilities, a charge of 60 cents per month per guy shall be made.
- (10) "Suburban" luminaires are defined as standard NEMA-style fixtures with refractors and vertical-burning lamps. "Urban" luminaires are defined as "cobra-style" fixtures with enclosed refractive or flat lenses and horizontal-burning lamps.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of, and be due and payable with, the bill on which it is rendered.

CONTRACT PERIOD

The original term of contract may be from a minimum of one year to a maximum of 20 years. Contracts will continue after the original term until terminated by either party on thirty days' written notice. The Customer may amend or terminate the Agreement before the expiration of the initial Contract Period by paying to the Company a sum of money equal to 40% of the monthly bills which otherwise would have been rendered for the remaining term of the initial Contract Period, less the monthly bills for the initial term of contract of any successor customer who has applied for lighting service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero. The Company may require a deposit not to exceed 40% of the revenue for the original term. The deposit will be returned at the end of the original term, provided the Customer has met all provisions of the contract. Minimum term of contract for specific situations shall be:

- (a) One year for all luminaires installed at a residence and designated by the Company as standard, post top and bracket-mounted on standard poles.
- (b) Three years for all luminaires not installed at a residence and designated by the Company as standard, post top and bracket-mounted on standard poles.
- (c) Ten years for all luminaires designated by the Company as decorative, and for all standard luminaires mounted on supports other than standard wood poles, and for primary extensions solely serving the luminaires.
- (d) Twenty years for all luminaires or supports designated by the Company as non-standard.

SCHEDULE FL (SC)
FLOODLIGHTING SERVICEAVAILABILITY (South Carolina Only)

Available to the individual customer at locations on the Company's distribution system which, in the Company's opinion, permit the use of bucket-type equipment for installation and servicing of facilities. Service under this Schedule may be withheld or discontinued at the option of the Company.

RATE:(A) Bracket-Mounted Luminaires

All-night outdoor lighting service using Company standard equipment mounted on standard poles:

<u>Lamp Rating</u>			<u>Per Month Per Luminaire and</u>		
<u>Lumens</u>	<u>kWh Per Month</u>	<u>Style</u>	<u>Existing Pole (1)(2)</u>	<u>New Pole (1)</u>	<u>New Pole Served Underground(1)</u>
		High Pressure Sodium Vapor			
16,000	70	Floodlight	\$ 9.95	\$15.65	\$19.70
27,500	104	Floodlight	11.60	19.10	23.15
50,000	156	Floodlight	12.65	20.15	24.20
		Metal Halide			
40,000	155	Floodlight	15.45	22.95	27.00

- (1) The monthly rate per luminaire will be as shown above minus 0.0547 cent per kWh for the indicated kWh per month.
- (2) For luminaires in service before November 18, 1991, the monthly rate is applicable to existing installations, including pole, but does not include any additional separate charges.

(B) Underground Charges

- (1) Additional monthly charge for the underground conductor system:

<u>Feet Per Pole</u>	<u>From Overhead System</u>	<u>From Underground System</u>
Over 150 feet	\$.07 for each increment of 10 feet, or less, over 150 feet	\$.07 for each increment of 10 feet, or less, over 150 feet

- (2) When the installation requires the cutting and replacing of pavement of more than one drive or one walkway per luminaire, 1.7% of the estimated cost of this cutting and replacing of pavement will be added to the monthly charges above.
- (3) When an installation is in an area served by a concrete-encased duct system, additional charges stated above will not apply and, instead, the additional monthly charge will be 1.7% of the estimated cost of the underground conductor system.
- (4) An underground conductor system, up to 150 feet per pole, can be installed to an existing pole under the "Existing Pole" rate in (A) above, for an additional monthly charge of \$4.05 per pole. For installations over 150 feet per pole, the charges under (B) (1) above will apply in addition to the \$4.05 charge.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

EXPLANATORY NOTES

- (1) Lamps will burn from approximately one half-hour after sunset until approximately one half-hour before sunrise. The Company will readily replace burned-out lamps and otherwise maintain the luminaires during regular daytime working hours following notification by the Customer.
- (2) Luminaires will be installed only on Company-owned poles, and all facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the Company.
- (3) Equipment (such as disconnecting switches) not supplied by the Company as standard is not available under this Schedule, and shall not be installed by the Customer.
- (4) This Schedule is not available for seasonal or other part-time operation of outdoor luminaires.
- (5) Service using overhead conductors is not available in any area designated by the Company as underground distribution area, nor in any area, location, or premises being served from an underground source.
- (6) Where two or more luminaires were installed for service before November 18, 1991 on the same pole or other structure, the applicable monthly charges for each luminaire other than the first will be reduced \$1.75.
- (7) Wood poles longer than 40 feet or structures other than standard wood poles may be installed for an extra monthly charge equal to 1.7% of the estimated installed cost difference between the requested pole or structure and a standard wood pole, but not less than \$5.35 per month per pole or structure.

Schedule FL (SC) (continued)

- (8) Luminaire locations shall be designated by the Customer, and where only an extension of secondary facilities is required from the nearest distribution source, the rate per luminaire in (A) above shall apply. When the number of required poles exceeds the number of luminaires requested, a monthly charge not less than \$1.75 per standard wood pole shall be made for luminaires installed for service before November 18, 1991. A monthly charge not less than \$5.70 per standard pole shall be made for luminaires installed for service after November 18, 1991. When any installation requires an extension of primary facilities solely to serve the luminaires, an additional monthly charge equal to 1.7% of the estimated cost of the primary extension shall be made. Should any installation require guying of secondary facilities, a charge of 60 cents per month per guy shall be made.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of, and be due and payable with, the bill on which it is rendered.

CONTRACT PERIOD

The original term of contract may be from a minimum of three years to a maximum of 20 years. Contracts will continue after the original term until terminated by either party on thirty days' written notice. The Customer may amend or terminate the Agreement before the expiration of the initial Contract Period by paying to the Company a sum of money equal to 40% of the monthly bills which otherwise would have been rendered for the remaining term of the initial Contract Period, less the monthly bills for the initial term of contract of any successor customer who has applied for lighting service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero. The Company may require a deposit not to exceed 40% of the revenue for the original term. The deposit will be returned at the end of the original term, provided the Customer has met all provisions of the contract. Minimum term of contract for specific situations shall be:

- (a) Three years for all luminaires designated by the Company as standard and bracket-mounted on standard poles.
- (b) Ten years for all luminaires designated by the Company as decorative, and for all standard luminaires mounted on supports other than standard wood poles, and for primary extensions solely serving the luminaires.
- (c) Twenty years for all luminaires or supports designated by the Company as non-standard.

SCHEDULE PL (SC)
STREET AND PUBLIC LIGHTING SERVICE

AVAILABILITY (South Carolina Only)

Available for the purpose of lighting streets, highways, parks and other public places for Municipal, County State, and Federal Governments, at locations inside or outside municipal limits on the Company's distribution system. This Schedule is not available for service to non-governmental entities.

RATE:**(A) Bracket-Mounted Luminaires**

All-night street lighting service using overhead conductors and Company standard equipment mounted on standard wood poles:

<u>Lumens</u>	<u>kWh Per Month</u>	<u>Style</u>	<u>Per Month Per Luminaire</u>	
			<u>Inside</u>	<u>Outside</u>
			<u>Municipal Limits (1)</u>	<u>Municipal Limits (1)</u>
Mercury Vapor				
4,000	41	Suburban (7)	\$ 4.20	NA
4,000	41	Post Top (5)	7.45	\$ 7.85
4,000	41	Bracket (6)	NA	4.60
7,500	75	Post Top (5)	9.30	9.70
7,500	75	Suburban (7)	5.60	6.00
7,500	75	Urban	6.60	7.00
20,000	152	Urban	8.75	9.15
55,000	393	Urban	16.95	17.35
High Pressure Sodium Vapor				
9,500	47	Suburban (7)	\$ 6.65	\$ 7.05
9,500	47	Urban	7.80	8.20
13,000	56	Suburban (2) (in suitable mercury fixture)	7.35	7.75
16,000	70	Urban	8.15	8.55
27,500	104	Urban	9.55	9.95
38,000	136	Urban (3) (in suitable mercury fixture)	10.25	10.65
50,000	156	Urban	11.40	11.80
140,000	391	Urban (4)	23.20	23.60
Metal Halide				
40,000	155	Urban	\$ 14.30	\$ 14.70

(1) The monthly rate per luminaire will be as shown above minus 0.0547 cent per kWh for the indicated kWh per month.

- (2) Luminaire is not available for new installation locations. Rate applies to existing installations which were in service before February 18, 1987.
- (3) Luminaire is not available for new installation locations. Rate applies to existing installations which were in service before November 18, 1991.
- (4) Installed on 55-foot wood pole.
- (5) Luminaire is not available for new installation locations. Rate applies to existing installations which were in service before January 17, 1975.
- (6) Luminaire is not available for new installation locations. Rate applies to existing installations which were in service before June 30, 1972.
- (7) Luminaire is not available for new installation locations. Rate applies to existing installations which were in service before July 1, 2005.

(B) Other Luminaires

Decorative and non-standard luminaires can be installed on request, at the Company's option, at the rate in (A) above plus an extra monthly charge equal to 1.7% of the estimated installed cost difference between the luminaire and structure requested, and, the equivalent luminaire and standard pole.

(C) Underground Charges

- (1) Additional monthly charge for the underground conductor system:

<u>Feet Per Pole</u>	<u>From Overhead System</u>	<u>From Underground System</u>
0 – 100 feet	\$.50	\$.35
101 – 200 feet	\$.90	\$.75
Over 200 feet	\$.90 plus \$.07 for each increment of 10 feet, or less, over 200 feet	\$.75 plus \$.07 for each increment of 10 feet, or less, over 200 feet

- (2) When the installation requires the cutting and replacing of pavement of more than one drive or one walkway per luminaire, 1.7% of the estimated cost of this cutting and replacing of pavement will be added to the monthly charges above.
- (3) When an installation is in an area served by a concrete-encased duct system, additional charges stated above will not apply and, instead, the additional monthly charge will be 1.7% of the estimated cost of the underground conductor system.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

EXPLANATORY NOTES

- (1) The installation of bracket-mounted luminaires in (A) above includes the Company's 40-foot, standard wood poles.
 - (a) Wood poles longer than 40 feet, or structures other than standard wood poles, may be installed for an extra monthly charge equal to 1.7% of the estimated installed cost difference between the luminaires and structures requested, and equivalent luminaires and standard poles, and such extra charge shall not be less than \$5.35 per month, per pole or other structure.
 - (b) The Company's standard metal street lighting pole may be installed for an extra monthly charge of \$5.35 per month, per pole.
 - (c) The Company's standard metal mast-arm pole may be installed for an extra monthly charge of \$5.35 plus 1.7% of the estimated installed cost difference between the requested pole and the Company's standard metal street lighting pole, per month, per pole. The standard metal mast-arm pole may be installed without a luminaire for a monthly charge of \$7.10 plus 1.7% of the estimated installed cost difference between the requested pole and the Company's standard metal street lighting pole.
 - (d) Standard wood poles and guys may be provided at the same charges as in (3) below when provided solely to support traffic signals.
- (2) Service using overhead conductors is not available in any area designated by the Company as underground distribution area, nor in any area, location, or premises being served from an underground source. There will be no extra charge for underground conductors to luminaires installed in areas where the Company at its own option has determined that underground distribution facilities should be installed.
- (3) For areas outside municipal limits: Location of the luminaire or luminaires in areas outside of municipal limits shall be designated by the Customer but the location must be within the distance which can be reached by a secondary extension from the Company's nearest distribution facilities. Should the number of poles in the secondary extension required to serve the luminaire(s) exceed the number of poles on which bracket-mounted luminaires are installed, a monthly charge of \$1.75 per pole shall be made for such excess number of poles. Should the installation include downguys or spanguys, a charge of \$.60 per month per guy shall be made. When the installation requested requires a primary extension solely to serve the luminaires, an additional monthly charge of 1.7% of the estimated cost of the primary extension will be made.
- (4) All facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the Company.
- (5) Clear mercury vapor lamps are standard equipment in all mercury vapor luminaires. Color-improved lamps can be supplied for an extra charge of 70 cents per lamp per month.
- (6) When two or more luminaires are installed on the same pole or other structure, the applicable monthly charges for each luminaire other than the first will be reduced \$1.75.
- (7) "Suburban" luminaires are defined as standard NEMA-style fixtures with refractors and vertical-burning lamps. "Urban" luminaires are defined as "cobra-style" fixtures with enclosed refractive or flat lenses and horizontal-burning lamps.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of, and be due and payable with, the bill on which it is rendered.

CONTRACT PERIOD

The original term of contract may be from a minimum of three years to a maximum of 20 years. Contracts will continue after the original term until terminated by either party on thirty days' written notice. The Customer may amend or terminate the Agreement before the expiration of the initial Contract Period by paying to the Company a sum of money equal to 40% of the monthly bills which otherwise would have been rendered for the remaining term of the initial Contract Period, less the monthly bills for the initial term of contract of any successor customer who has applied for lighting service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero. The Company may require a deposit not to exceed 40% of the revenue for the original term. The deposit will be returned at the end of the original term, provided the Customer has met all provisions of the contract. Minimum term of contract for specific situations shall be:

- (a) Three years for all luminaires designated as standard by the Company and bracket-mounted on standard poles.
- (b) Ten years for all luminaires designated as decorative by the Company, and for all standard luminaires mounted on supports other than standard wood poles, and for primary extensions solely serving the luminaires.
- (c) Twenty years for all luminaires or supports designated as non-standard by the Company.

SCHEDULE TS (SC)
TRAFFIC SIGNAL SERVICE

AVAILABILITY (South Carolina Only)

Available to municipalities in which the Company owns and operates the electric distribution system, and to County, State, and Federal Authorities, in areas served by the Company, for the energy requirements of traffic and safety signal systems.

Power delivered under this Schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at 120/240 volts, single-phase.

RATE:

Basic Facilities Charge	\$2.76
For the first 10 kWh used per month	0.3665 cents per kWh
For the next 40 kWh used per month	16.1950 cents per kWh
For all over 50 kWh used per month	5.8582 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

MINIMUM BILL

\$2.76 per month

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of, and be due and payable with, the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year and thereafter until terminated by either party on thirty days' written notice.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE GB (SC)
GENERAL SERVICEAVAILABILITY (South Carolina Only)

This Schedule is closed and not available for service to customers at locations where the Customer was not served by the Company prior to the effective date of this Schedule, December 1, 1981.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available to the individual customer who qualifies for a residential schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge	\$16.38
II.	Energy Charge	
	<u>For the First 125 kWh per kW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month	10.5676 cents per kWh
	For the next 87,000 kWh per month	8.9912 cents per kWh
	For all over 90,000 kWh per month	7.0868 cents per kWh
	<u>For the Next 275 kWh per kW Billing Demand per Month:</u>	
	For the first 6,000 kWh per month	7.6794 cents per kWh
	For the next 134,000 kWh per month	5.2706 cents per kWh
	For the next 60,000 kWh per month	4.9049 cents per kWh
	For all over 200,000 kWh per month	4.5012 cents per kWh
	<u>For all Over 400 kWh per kW Billing Demand per Month:</u>	
	For the first 1,000,000 kWh per month	4.4004 cents per kWh
	For all over 1,000,000 kWh per month	4.2490 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand.
3. 30 kilowatts (kW)

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 kW or more. The Company may, at its option, install a demand meter for any customer served under this schedule.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly

\$1.52 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual

\$28.95 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE GT (SC)
GENERAL SERVICE, TIME-OF-USEAVAILABILITY (South Carolina Only)

This Schedule is closed and not available to customers or locations not served on this Schedule prior to October 8, 1985 and shall remain in effect for customers under continually effective agreements for this Schedule made prior to October 8, 1985.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge per month	\$36.43	
		Summer Months	Winter Months
		<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
II.	Demand Charge		
	A. On-Peak Demand Charge per month	\$14.74 per kW	\$8.46 per kW
	B. Economy Demand Charge per month	\$ 1.08 per kW	\$1.08 per kW
III.	Energy Charge		
	A. All On-Peak Energy per month	3.9128 cents per kWh	3.9146 cents per kWh
	B. All Off-Peak Energy per month	3.1522 cents per kWh	3.1522 cents per kWh

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	Summer Months	Winter Months
	<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
On-Peak Period Hours	12:00 noon – 10:00 p.m. Monday - Friday	6:00 a.m. – 1:00 p.m. Monday - Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours.	

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

Summer months' rates apply to service from June 1 through September 30. Winter months' rates apply to service from October 1 through May 31.

CONTRACT DEMAND

The Company will require contracts to specify the maximum demand to be delivered to the Customer which shall be the Contract Demand.

Where the Customer can restrict on-peak demand to levels considerably below that of the Contract Demand, the Company may also contract for a limited On-Peak Contract Demand in addition to the Contract Demand.

DETERMINATION OF BILLING DEMAND

A. The On-Peak Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand during the applicable summer or winter on-peak period during the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand (or 50% of the On-Peak Contract Demand if such is specified in the contract)
3. 15 kilowatts (kW)

B. Economy Demand

To determine the Economy Demand, the larger of

1. The maximum integrated thirty-minute demand during the month for which the bill is rendered; or
 2. 50% of the Contract Demand
- shall be compared to the On-Peak Billing Demand as determined in (A) above. If the demand determined by the larger of (B.1) and (B.2) above exceeds the On-Peak Billing Demand, the difference shall be the Economy Demand.

MINIMUM BILL

The monthly bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge, and Energy Charge, but the sum of the On-Peak Demand Charge and the Economy Demand Charge shall not be less than \$1.52 per month per kW of the Contract Demand. If the Customer's measured demand exceeds the Contract Demand, the Company may at any time establish the minimum based on the maximum integrated demand in the previous twelve months including the month for which the bill is rendered.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business' license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE I (SC)
INDUSTRIAL SERVICEAVAILABILITY (South Carolina Only)

Available only to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge per month	\$15.96
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month	No Charge
	For all over 30 kW of Billing Demand per month	\$3.41 per kW
II.	Energy Charge	
	<u>For the First 125 kWh per kW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month	9.8581 cents per kWh
	For the next 87,000 kWh per month	5.1714 cents per kWh
	For all over 90,000 kWh per month	3.4870 cents per kWh
	<u>For the Next 275 kWh per kW Billing Demand per Month:</u>	
	For the first 140,000 kWh per month	5.1653 cents per kWh
	For the next 60,000 kWh per month	4.8237 cents per kWh
	For all over 200,000 kWh per month	4.3850 cents per kWh
	<u>For all Over 400 kWh per kW Billing Demand per Month:</u>	
	For the first 1,000,000 kWh per month	4.2295 cents per kWh
	For all over 1,000,000 kWh per month	4.0460 cents per kWh

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

- A. For establishments served under this schedule where environmental space conditioning is required and all energy for all such conditioning (heating and cooling) is supplied electrically through the same meter as all other energy used in the establishment, the Billing Demand each month shall be the largest of the following:
1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
 2. Fifty percent (50%) of the maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
 3. Fifty percent (50%) of the Contract Demand
 4. 15 kilowatts (kW)

Note: The minimum billing demand for contracts made prior to March 15, 1971, shall be 5 kW until the maximum integrated thirty-minute demand becomes 15 kW, after which the minimum billing demand for such contracts shall be 15 kW. The Company will install a permanent demand meter for all customers meeting the requirements of (A) above.

- B. For all other customers served under this schedule, the Billing Demand each month shall be the largest of the following:
1. The maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
 2. Fifty percent (50%) of the Contract Demand
 3. 30 kilowatts (kW)

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 kW or more. The Company may, at its option, install a demand meter for any customer served under (B) above.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly

\$1.49 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual

\$28.40 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE IT (SC)
INDUSTRIAL SERVICE, TIME-OF-USEAVAILABILITY (South Carolina Only)

This schedule is closed and not available to customers or locations not served on this Schedule prior to October 8, 1985, and shall remain in effect for customers under continually effective agreements for this Schedule made prior to October 8, 1985.

Available only to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge	\$35.27	
II.	Demand Charge	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
	A. On-Peak Demand Charge per month	\$12.32 per kW	\$7.23 per kW
	B. Economy Demand Charge	\$1.05 per kW	\$1.05 per kW
II.	Energy Charge		
	A. All On-Peak Energy per month	3.8946 cents per kWh	3.8946 cents per kWh
	B. All Off-Peak Energy per month	3.1474 cents per kWh	3.1474 cents per kWh

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
On-Peak Period Hours	12:00 noon – 10:00 p.m. Monday – Friday	6:00 a.m. – 1:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours.	

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

Summer months' rates apply to service from June 1 through September 30. Winter months' apply to service from October 1 through May 31.

CONTRACT DEMAND

The Company will require contracts to specify the maximum demand to be delivered to the Customer which shall be the Contract Demand.

Where the Customer can restrict on-peak demand to levels considerably below that of the Contract Demand, the Company may also contract for a limited On-Peak Contract Demand in addition to the Contract Demand.

DETERMINATION OF BILLING DEMAND

A. The On-Peak Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand during the applicable summer or winter on-peak period during the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand (or 50% of the On-Peak Contract Demand if such is specified in the contract)
3. 15 kilowatts (kW)

B. Economy Demand

To determine the Economy Demand, the larger of

1. The maximum integrated thirty-minute demand during the month for which the bill is rendered; or
 2. 50% of the Contract Demand
- shall be compared to the On-Peak Billing Demand as determined in A. above. If the demand determined by the larger of B. 1 and B. 2 above exceeds the On-Peak Billing Demand, the difference shall be the Economy Demand.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the sum of the On-Peak Demand Charge and the Economy Demand Charge shall not be less than \$1.52 per month per kW of Contract Demand. If the Customer's measured demand exceeds the Contract Demand, the Company may at any time establish the minimum based on the maximum integrated demand in the previous twelve months including the month for which the bill is rendered.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE OPT (SC)
OPTIONAL POWER SERVICE, TIME-OF-USEAVAILABILITY (South Carolina Only)

Available to the individual customer.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available to the individual customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge	\$33.54	
II.	Demand Charge	Summer Months	Winter Months
	A. On-Peak Demand Charge per month	<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
	For the first 2000 kW of Billing Demand per month	\$13.16 per kW	\$7.69 per kW
	For the next 3000 kW of Billing Demand per month	\$11.67 per kW	\$6.40 per kW
	For all over 5000 kW of Billing Demand per month	\$ 9.40 per kW	\$4.74 per kW
	B. Economy Demand Charge per month	\$1.01 per kW	\$1.01 per kW
III.	Energy Charge		
	A. All On-Peak Energy per month	4.9854 cents per kWh	4.9854 cents per kWh
	B. All Off-Peak Energy per month	2.3253 cents per kWh	2.3253 cents per kWh

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	Summer Months	Winter Months
	<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
On-Peak Period Hours	1:00 p.m. – 9:00 p.m. Monday – Friday	6:00 a.m. – 1:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours.	

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

Summer months' rates apply to service from June 1 through September 30. Winter months' rates apply to service from October 1 through May 31.

For customers in billing cycles 1-14 and 21-34, summer months' rates apply to the billing months of July through October. Winter months' rates apply to the billing months of November through June.

CONTRACT DEMAND

The Company will require contracts to specify the maximum demand to be delivered to the Customer which shall be the Contract Demand.

Where the Customer can restrict on-peak demand to levels considerably below that of the Contract Demand, the Company may also contract for a limited On-Peak Contract Demand in addition to the Contract Demand.

DETERMINATION OF BILLING DEMAND

A. The On-Peak Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand during the applicable summer or winter on-peak period during the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand (or 50% of the On-Peak Contract Demand if such is specified in the contract)
3. 15 kilowatts (kW)

B. Economy Demand

To determine the Economy Demand, the larger of

1. The maximum integrated thirty-minute demand during the month for which the bill is rendered; or
 2. 50% of the Contract Demand
- shall be compared to the On-Peak Billing Demand as determined in A. above. If the demand determined by the larger of B. 1 and B. 2 above exceeds the On-Peak Billing Demand, the difference shall be the Economy Demand.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the sum of the On-Peak Demand Charge and the Economy Demand Charge shall not be less than \$1.49 per month per kW of Contract Demand. If the Customer's measured demand exceeds the Contract Demand, the Company may at any time establish the minimum based on the maximum integrated demand in the previous twelve months including the month for which the bill is rendered.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE HP-FLEX (SC)
HOURLY PRICING, FLEXIBLE BASELINE
(Pilot)

AVAILABILITY (South Carolina Only)

Available to non-residential establishments which qualify for service under the Company's rate schedules G, GA, I, GT, IT, OPT or PG, at the Company's option on a voluntary basis. The maximum number of Customers on the system to be served under this Schedule is eighty (80).

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available for a Customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this Schedule shall not be used for resale or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any Customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

The Company may cancel this Schedule at any time it deems necessary.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective Customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

GENERAL PROVISIONS

This Schedule incorporates a Customer Baseline (CBL) and a Customer-selected Pricing Baseline (PBL). The CBL represents the annual Customer load profile that would exist if the Customer were billed on one of the standard rates shown in the Availability section of this Schedule. Load above and below the CBL is subject to a day ahead hourly price, however, in order to manage the risk associated with the hourly price, the Customer may select and contract for an annual load profile, identified as a Pricing Baseline, that may be different from the CBL. The variation in load above and below the PBL is subject to the Hourly Price as defined herein. The difference between the PBL and the CBL is assessed a PBL Adjustment Charge/Credit for each hour of the contract year during which the PBL is in effect. The PBL Adjustment Charge/Credit is based on the expected price for each hour of the contract year, as forecasted by the Company.

The Company will determine an annual enrollment period during which the Customer and the Company must agree on the Pricing Baseline. If the Customer elects to set the PBL equal to the CBL, no PBL charges or credits will apply. At the end of the contract year, the PBL will automatically be set equal to the CBL unless the Customer establishes a new PBL for the next contract year, or discontinues service under this Schedule.

DEFINITIONS

Customer Baseline (CBL): The CBL (kWh per hour) is one full year (365 days) of the individual Customer's hourly loads representing the Customer's energy use and load pattern on the applicable qualifying rate schedule.

SCHEDULE HP-FLEX (SC) (continued)

DEFINITIONS (continued)

Baseline Contract Demand: The maximum monthly billing demand of the CBL.

Net Incremental Energy: Energy above the CBL less energy below the CBL for the month.

Pricing Baseline (PBL): The PBL (kWh per hour), as agreed to by the Customer and the Company, is used to define the level of kWh in each hour, above which all kWh will be billed at the hourly prices. Reductions below the PBL will be credited at hourly prices. The PBL shall not be less than the Customer's minimum expected load nor greater than the Customer's maximum expected load. The PBL will be established for a 12-month period and may be equal to the CBL for any or all hours. Within the 12 month period, any difference between PBL and CBL must remain at a constant level for at least 4 consecutive months. Termination of the PBL prior to the 12-month period is addressed in the Contract Period and Early Termination section below.

New Load: New Load (kWh per hour) is the amount by which actual kWh in any hour exceeds the PBL kWh for the same hour.

Reduced Load: Reduced Load (kWh per hour) is the amount by which actual kWh in any hour is less than the PBL kWh for the same hour.

Hourly Rationing Charge: The Hourly Rationing Charge ($\$/\text{kWh}$) consists of a generation component and/or a transmission component and/or a distribution component and will be determined on an hourly basis during the month. The generation component applies to any hour of the month when low reserve margins for available generation are expected to require the operation of combustion turbines. The transmission and/or distribution component applies to any hour during the billing month when the system demand is expected to exceed 90 percent of the forecasted summer peak demand. The transmission component applies to customers served from the transmission system. Both the transmission and distribution components apply to customers served from the distribution system. If none of the above conditions occur during the month, the Rationing Charge will be zero.

Hourly Energy Charge: The Hourly Energy Charge ($\$/\text{kWh}$) is the hourly charge equal to expected marginal production cost including line losses, and other directly-related costs.

Hourly Price: The Hourly Price ($\$/\text{kWh}$) is the sum of the Hourly Rationing Charge and the Hourly Energy Charge.

Forecasted Hourly Price for PBL Adjustment: The Forecasted Hourly Price for PBL Adjustment is the year ahead forecasted hourly price per kilowatt hour used to determine the PBL Adjustment Charge.

PBL Risk Premium: A monthly charge (or credit) will be applied to compensate the Company or Customer for taking additional price risk associated with the choice of a PBL.

Incremental Demand: The Incremental Demand for local distribution facilities (KW per month) is the amount by which the maximum integrated 30-minute demand during the month for which the bill is rendered exceeds the Billing Demand plus Standby Demand (if applicable), or for time of use rates, the On-peak Billing Demand, plus Economy Demand, plus Standby Demand, (if applicable) used in determining the CBL charge for the same billing period.

Contract Demand: The Company will require contracts to specify a Contract Demand which will be the maximum demand to be delivered under normal conditions.

Month: The term "month" as used in this Schedule means the period intervening between readings of electronic pulse data for the purpose of monthly billings. Such data will be collected each month at intervals of approximately thirty (30) days.

RATE:

Administrative Charge: \$365.00 per month.

CBL Charge: The CBL Charge ($\$/\text{month}$) is determined each month by calculating a bill on the current version of the Customer's qualifying rate schedule using the CBL for the month to arrive at the appropriate monthly demand and energy amounts. Provisions of the qualifying rate schedule, including Determination of Billing Demand, Approved Fuel Charge Adjustments, Extra Facilities Charge, Interconnection Facilities Charge, etc. will apply to the bill calculation used to determine the CBL Charge.

PBL Adjustment Charge/Credit: The sum of the Forecasted Hourly Price for PBL Adjustment and any Fuel Charge Adjustment that occurs after the PBL is established is multiplied by the difference between the PBL and CBL for each hour. The result is summed for all hours of the billing month. The PBL Risk Premium is added to this sum to obtain the PBL Adjustment Charge/Credit.

Incremental Demand Charge: \$ 0.25 per KW of Incremental Demand per month

Contribution to Fixed Costs: A charge of $\$0.005/\text{kWh}$ will be applied to the Net Incremental Energy for the month, but shall not be less than zero.

SCHEDULE HP-FLEX (SC) (continued)

BILL DETERMINATION

The monthly bill under this Schedule shall be the sum of the Administrative Charge, CBL Charge, PBL Adjustment Charge/Credit, Hourly Charges, Incremental Demand Charge, Standby Charge (if applicable), and Contribution to Fixed Costs.

Where: Administrative Charge = \$365.00 per month

CBL Charge = \$ amount calculated from CBL

PBL Adjustment Charge/Credit = \$ amount calculated from PBL

Hourly Charges = Sum of [(New Load kWh per hour – Reduced Load kWh per hour) X (Hourly Price)]

Incremental Demand Charge = Incremental Demand KW x \$0.25 per KW

Standby Charge = (see Provision for Customers Operating in Parallel with the Company)

Contribution to Fixed Costs = Net Incremental Energy X Contribution to Fixed Costs, but not less than zero.

MINIMUM BILL

The Minimum Bill will be calculated on an annual basis and will be the CBL Charge, PBL Adjustment Charge/Credit, Hourly Charges, Incremental Demand Charge, Standby Charge and Contribution to Fixed Costs summed over the year. The total for the year of CBL Demand Charges plus Incremental Demand Charges plus Standby Charges plus the Contribution to Fixed Costs, shall not be less than the total of \$17.88 per KW per year of Baseline Contract Demand plus \$3.00 per year multiplied by the difference between Contract Demand and Baseline Contract Demand.

DETERMINATION OF PRICING PERIODS

Each hour of the day is a distinct pricing period. The initial pricing period of the day is a one-hour period beginning at 12:00:01 a.m. and ending at 1:00:00 a.m. The last pricing hour of the day begins at 11:00:01 p.m. and ends at 12:00 midnight.

HOURLY PRICE DETERMINATION

Each business day by 4:00 p.m., the Hourly Energy Charges, and Hourly Rationing Charges, if applicable, for the 24 hours of the following day will be communicated to the Customer. Prices for weekends and Company holidays will be communicated to the Customer by 4:00 p.m. on the last business day before the weekend or holiday. The Customer is responsible for notifying the Company if he fails to receive the price information.

DETERMINATION OF HOURLY PRICES FOR PBL ADJUSTMENT

Each year, the Company will perform a 12-month forecast of hourly prices used to determine the PBL Adjustment Charge.

CONFIDENTIALITY

The hourly Energy Charges and Rationing Charges and the PBL Adjustment Charge communicated to the Customer (collectively Charges) are confidential and proprietary information of the Company. The Customer will use the Charges only in connection with service under this Schedule. The Customer will keep the Charges confidential and shall not disclose the Charges to any third party. The Customer is entitled to disclose the Charges to the Customer's employees or agents who have a business need to know for the purpose of operating under this Schedule. The Customer will advise those to whom it discloses the Charges their obligation not to disclose the information except as permitted under this Schedule. In addition to seeking relief from the Commission for a violation of this Agreement, the Company will have a right to resort to all actions available at law or at equity for a breach of this provision.

PROVISION FOR CUSTOMERS OPERATING IN PARALLEL WITH THE COMPANY

If a Customer has power generating facilities operated in parallel with the Company and the CBL Charge is not calculated under Schedule PG, the Standby Charge, Determination of Standby Charges and Interconnection Facilities Charge provisions of Schedule PG shall be applicable to service under this Schedule. The Incremental Demand Charge does not apply to any incremental demand that is less than Standby Demand.

PROVISION FOR CUSTOMERS SERVED UNDER RIDER IS

For Customers served under Rider IS, the Interruptible Contract Demand shall be the same as that contracted for during the baseline period. Further, the calculation of the Effective Interruptible Demand (EID) each month will exclude all energy consumed above the CBL. The Hourly Rationing Charge will not apply to reduced load above Firm Contract Demand during the hours of interruption periods.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the kWh of Load for each hour, and the kilowatts of Incremental Demand by multiplying by 85 percent and dividing by the average power factor in percent. When the average monthly power factor of the Customer's power requirements is less than 85 percent, and the Customer is operating in parallel, the Company will correct the kWh of Load for each hour, and the kilowatts of Incremental Demand, by multiplying by 85 percent and dividing by the average power factor in percent for that hour.

SCHEDULE HP-FLEX (SC) (continued)

APPROVED FUEL CHARGE ADJUSTMENTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule, including determination of the CBL and PBL charges.

INTERIM LOAD RETENTION RIDER

The Company's Interim Load Retention Rider decrement will apply to service supplied to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

EXTRA FACILITIES CHARGE

A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of extra facilities necessary for service under this Schedule, but not less than \$25, shall be billed to the Customer in addition to the bill under this Schedule described under Bill Determination and any applicable Extra Facilities Charge included in the CBL Charge.

MODIFICATIONS OF THE CBL and PBL

The CBL and PBL will normally represent a full year under the same rate design or structure. The CBL may be reestablished every four years. Modifications to the CBL or the PBL may be allowed at the option of the Company under certain situations. These situations may include, but are not limited to, the following:

- Adjustments of load patterns associated with annual plant shutdowns, or to smooth random variations in the load pattern, provided the modifications result in revenue neutrality
- One-time permanent modifications to the physical establishment capacity completed prior to initiating service on this schedule
- Adjustments to reflect any Company-sponsored load management program
- Changes in Contract Demand.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD AND EARLY TERMINATION

Each Customer shall enter into a contract to purchase electricity under this Schedule for a minimum original term of one (1) year, but the Company may require a contract for a longer original term of years where the requirement is justified by circumstances. The Customer's contract will continue thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing. In the event the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of contract, the Customer shall pay to the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor Customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.
- or
- (b) The sum of:
 - 1) The loss due to early retirement ("LDER") of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement to the extent that such facilities will not be utilized by the Company to provide service under the initial term of contract of any successor Customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero;
 - and
 - 2) A payment necessary to recover marginal costs for all energy consumed above the CBL. This payment will be calculated as the difference between the PBL Adjustment Charge collected from the Customer under this Schedule for the current period for which a PBL has been established and an amount determined by applying Hourly Prices under this Schedule to the PBL established for the current period, provided however that this amount cannot be less than zero.

SCHEDULE HP-FLEX (SC) (continued)

If the Customer discontinues the PBL prior to the completion of the 12-month period for which the PBL is established, the Customer must discontinue service under this schedule and must take all service under the applicable standard tariff as described in the Availability section. In addition, the Customer must make a payment sufficient for the Company to recover marginal costs for all energy consumed above the CBL. This payment will be calculated as the difference between the PBL Adjustment Charge collected from the Customer under this Schedule for the period during which the PBL has been effective and an amount determined by applying the actual Hourly Prices realized under this Schedule to the PBL for that period, provided however that this amount cannot be less than zero.

South Carolina First Leaf No. 53
Effective for bills on and after September 1, 2006
PSCSC Docket No. 2005-48-E
Order dated 2006-475

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

SCHEDULE HP-X (SC)
HOURLY PRICING FOR INCREMENTAL LOAD

AVAILABILITY (South Carolina Only)

Available to non-residential establishments with a minimum Contract Demand of 1000 KW who qualify for service under the Company's rate schedules G, GA, I, GT, IT, OPT, or PG, at the Company's option on a voluntary basis. The maximum number of customers on the system to be served under this schedule is one hundred fifty (150).

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available for a customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

The Company may cancel this schedule at any time it deems necessary.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or

3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or

3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or

3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

BILL DETERMINATION

The monthly bill under this schedule shall be the sum of the Baseline Charge, Rationing Charge, Incremental Demand Charge, Standby Charge (if applicable), and Energy Charge.

Where: Baseline Charge = \$ amount calculated from CBL

Rationing Charge = Sum of [(New Load kWh per hour – Reduced Load kWh per hour) X Hourly Rationing Charge]

Incremental Demand Charge = Incremental Demand KW X \$.25 per KW

Standby Charge = (see Provision for Customers Operating in Parallel with the Company)

Energy Charge = (a) + (b)

Where:

(a) = Sum of [(New Load kWh per hour – Reduced Load kWh per hour) X Hourly Energy Charge]

(b) = Net New Load kWh X .5 Cents per kWh Incentive Margin, but not less than zero.

DEFINITIONS

Customer Baseline Load (CBL): The CBL (kWh per hour) is one full year (365 days) of the individual customer's hourly loads representing the customer's energy use and load pattern on the applicable qualifying rate schedule. The CBL, as agreed to by the Customer and the Company, is used to define the level of kWh in each hour, above which all kWh will be billed at the hourly energy prices described under Schedule HP-X.

Baseline Contract Demand: The maximum monthly billing demand of the CBL.

New Load: New Load (kWh per hour) is the amount by which actual kWh in any hour exceeds the CBL kWh for the same hour.

Reduced Load: Reduced Load (kWh per hour) is the amount by which actual kWh in any hour is less than the CBL kWh for the same hour.

SCHEDULE HP-X (SC) continued

Net New Load: Net New Load (kWh per month) is the sum of New Load kWh per hour during the month less the sum of Reduced Load kWh per hour during the month.

Incremental Demand: The Incremental Demand for local distribution facilities (KW per month) is the amount by which the maximum integrated 30-minute demand during the month for which the bill is rendered exceeds billing demand used in determining the baseline charge for the same period.

Month: The term "month" as used in the Schedule means the period intervening between readings of electronic pulse data for the purpose of monthly billings. Such data will be collected each month at intervals of approximately thirty (30) days.

Contract Demand: The Company will require contracts to specify a Contract Demand which will be the maximum demand to be delivered under normal conditions.

RATE:

Baseline Charge: The Baseline Charge (\$/month) is determined each month by calculating a bill on the current revision of the customer's qualifying rate schedule using Customer Baseline Load for the month to arrive at the appropriate monthly demand and energy amounts. Provisions of the qualifying rate schedule, including Determination of Billing Demand, Adjustment for Fuel Cost, Extra Facilities Charge, Interconnection Facilities Charge, etc. will apply to the bill calculation used to determine the Baseline Charge.

Rationing Charge: The Rationing Charge (¢/kWh) consists of a generation component and/or a transmission component and/or a distribution component and will be determined on an hourly basis during the month. The generation component applies to any hour of the month when low reserve margins for available generation are expected to require the operation of combustion turbines. The transmission and/or distribution component applies to any hour during the billing month when the system demand is expected to exceed 90 percent of the forecasted summer peak demand. The transmission component applies to customers served from the transmission system. Both the transmission and distribution components apply to customers served from the distribution system. If none of the above conditions occur during the month, the Rationing Charge will be zero. The Rationing Charge will be communicated as described in Energy Price Determination.

Incremental Demand Charge: \$ 25 per KW per month

Energy Charge: The Energy Charge (¢/kWh) is the hourly charge equal to expected marginal production cost including line losses, and other directly-related costs. The Energy Charge will be communicated as described in Energy Price Determination.

Incentive Margin: .5¢ per kWh which is applied to Net New Load, but shall not be less than zero.

MINIMUM BILL

The Minimum Bill will be calculated on an annual basis and will be the Baseline Charge, Rationing Charge, Incremental Demand Charge, Standby Charge and Energy Charge summed over the year. The total for the year of CBL Demand Charges plus Standby Charges plus Incremental Demand Charges plus the Incentive Margin applied to Net New Load, shall not be less than the total of \$17.88 per KW per year of Baseline Contract Demand plus \$3.00 per year multiplied by the difference between Contract Demand and Baseline Contract Demand.

DETERMINATION OF PRICING PERIODS

Each hour of the day is a distinct pricing period. The initial pricing period of the day is a one-hour period beginning at 12:00:01 a.m. and ending at 1:00:00 a.m. The last pricing hour of the day begins at 11:00:01 p.m. and ends at 12:00 midnight.

ENERGY PRICE DETERMINATION

Each business day by 4:00 p.m., the hourly Energy Charges, and Rationing Charges, if applicable, for the 24 hours of the following day will be communicated to the Customer. Prices for weekends and Company holidays will be communicated to the Customer by 4:00 p.m. on the last business day before the weekend or holiday. The customer is responsible for notifying the company if he fails to receive the price information.

PROVISION FOR CUSTOMERS OPERATING IN PARALLEL WITH THE COMPANY

If a customer has power generating facilities operated in parallel with the Company and the Baseline Charge is not calculated under Schedule PG, the Standby Charge, along with the paragraphs, Determination of Standby Charges and Interconnection Facilities Charge shall be applicable to service under this schedule. The Incremental Demand Charge does not apply to any incremental demand that is less than Standby Demand.

PROVISION FOR CUSTOMERS SERVED UNDER RIDER IS

For customers served under Rider IS, the Interruptible Contract Demand shall be the same as that contracted for during the baseline period. Further, the calculation of the Effective Interruptible Demand (EID) each month will exclude all energy consumed above the CBL. The Rationing Charge will not apply to reduced load above Firm Contract Demand during the hours of interruption periods.

SCHEDULE HP-X (SC) continued

POWER FACTOR CORRECTION FOR INCREMENTAL LOAD

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the kWh of load and the kilowatts of Incremental Demand, by multiplying by 85 percent and dividing by the average power factor in percent for that month.

When the average monthly power factor of the Customer's power requirement is less than 85 percent, and the customer is operating in parallel, the Company will correct the kWh of load for that hour, and the kilowatts of Incremental Demand, if established in that hour, by multiplying by 85 percent and dividing by the average power factor in percent for that month.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under the Schedule, including determination of the Baseline Charge.

INTERIM LOAD RETENTION RIDER

The Company's Interim Load Retention Rider decrement will apply to service supplied to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

EXTRA FACILITIES CHARGE

A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of extra facilities necessary for service under Schedule HP-X, but not less than \$25, shall be billed to the Customer in addition to the bill under Schedule HP-X described under Bill Determination and any applicable Extra Facilities Charge included in the Baseline Charge.

MODIFICATIONS OF THE CBL

The CBL will normally represent a full year under the same rate design or structure, and may be reestablished every four years. Modifications to the CBL may be allowed at the option of the Company under certain situations. These situations may include, but are not limited to, the following:

- Adjustments of load patterns associated with annual plant shutdowns, or to smooth random variations in the load pattern, provided the modifications result in revenue neutrality
- One-time permanent modifications to the physical establishment capacity completed prior to initiating service on this schedule
- Adjustments to reflect any Company-sponsored load management program

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each Customer shall enter into a contract to purchase electricity under this schedule for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

South Carolina Fifth Revised Leaf No. 54
Effective for bills on and after September 1, 2006
PSCSC Docket No. 2005-48-E
Order No. 2006-475

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

SCHEDULE PG (SC)
PARALLEL GENERATIONAVAILABILITY (South Carolina Only)

Available only to non-residential establishments which have generating facilities not in excess of eighty (80) megawatts which are interconnected with the Company's system.

Service under this Schedule shall be used solely by the individual contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

The Customer's interconnected power generating facilities may be operated in parallel with the Company's system. Power delivered under this schedule shall not be used for resale or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Power Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages where available, upon mutual agreement:

- 3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
- 3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
- 3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
- 3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

		<u>Interconnected To</u>	
		<u>Transmission System</u>	<u>Distribution System</u>
CHARGES			
I.	Customer Charge per month:	\$53.76	\$53.76
II.	On-Peak Demand Charge per On-Peak month:	\$13.24 per kW	\$15.77 per kW
III.	Energy Charge		
	a. All On-Peak Energy per month:	3.0877 cents per kWh	3.1590 cents per kWh
	b. All Off-Peak Energy per month:	2.8942 cents per kWh	2.9657 cents per kWh
IV.	Standby Charge per month:	\$0.95 per kW	\$0.95 per kW

CREDITS

Credits for excess energy supplied to the Company will be provided at the rates in Schedule PP (SC); however, for customers receiving credits for excess energy under Schedule PG (SC) pursuant to a contract in effect prior to September 1, 1996, the credits shall be as follows:

I.	Demand Credit per On-Peak month:	\$5.94 per kW	\$6.15 per kW
II.	Energy Credit		
	a. All On-Peak Energy per month:	2.9717 cents per kWh	3.0517 cents per kWh
	b. All Off-Peak Energy per month:	2.8417 cents per kWh	2.9217 cents per kWh

ADJUSTMENTS FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

DETERMINATION OF ON-PEAK AND OFF-PEAK PERIODS

On-Peak Period Hours	7:00 a.m. - 11:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period of time between meter readings for the purpose of monthly billings. Readings are taken once a month at intervals of approximately thirty (30) days.

On-Peak Months	Billing Months of December, January, February, March, June, July, August, September
Off-Peak Months	Billing Months of April, May, October, November

CONTRACT DEMAND

The Company will require contracts to specify a Contract Demand. The Contract Demand shall be the maximum demand to be delivered under normal conditions to the Customer during the on-peak periods of the On-peak Billing months of December through March and June through September.

DETERMINATION OF DEMAND CHARGES

The On-Peak Demand for billing purposes shall be the largest of the following:

1. The maximum integrated thirty-minute demand during the on-peak period during the On-Peak month for which the bill is rendered.
2. Seventy-five percent (75%) of the Contract Demand
3. 30 kilowatts (kW)

Demand charges are applicable for the billing months of December through March and June through September. Demand charges do not apply in the billing months of October, November, April, or May.

DETERMINATION OF STANDBY CHARGE

The Company will require each customer who supplies any portion of his electrical requirements by his generating facilities to contract for standby, auxiliary, or breakdown service. For billing purposes the Standby kW will be based on the nameplate capacity in kilowatts of the Customer's generating facility.

However, at the option of the Customer, additional metering facilities will be installed and for billing purposes, the Standby kW will be based on the Customer's maximum integrated thirty-minute demand which has been supplied by the Customer's generating facilities during the previous twelve months, including the month for which the bill is rendered. If additional metering facilities are installed, they will be subject to a monthly Extra Facilities Charge.

INTERCONNECTION FACILITIES CHARGE

The Customer shall be responsible for providing suitable control and protective devices on his equipment to assure no disturbance to other customers of the Company or to the Company itself, and to protect the Customer's facilities from all loss or damage which could result from operation with the Company's system.

The Company will furnish, install, own, and maintain interconnection facilities necessary for service under this Schedule including:

- suitable control and protective devices installed on the Company's equipment to allow operation of the Customer's generating facilities;
- metering facilities equipped to prevent reverse registration for the measurement of service under this Schedule; and
- any other modification to its system required to serve the Customer under this Schedule as required by the Company.

All such interconnection facilities in excess of those required in the absence of the Customer's generating facilities to provide capacity at the level of the Contract Demand shall be subject to a monthly charge under the Extra Facilities provision of the Company's Service Regulations. The Company reserves the right to install, at any time, facilities necessary for the appropriate measurement of service under this Schedule and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

DETERMINATION OF DEMAND CREDITS (See Rate Paragraph for applicability)

Demand credits will be based on the maximum thirty-minute integrated demand which is continuously supplied to the Company during the on-peak periods of the months of June through September and December through March, and will be applied to the Customer's bill in the appropriate month.

POWER FACTOR CORRECTION

When the average monthly power factor of the power required by the Customer from the Company is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

When the average monthly power factor of the power supplied by the Customer to the Company is less than 90 percent or greater than 97 percent, the Company may correct the maximum integrated on-peak demand in kilowatts or the energy in kilowatt-hours, as appropriate.

The Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

MINIMUM BILL

The minimum monthly bill shall be calculated on the Rate above including the Customer Charge, On-Peak Demand Charge, Energy Charge, Standby Charge, etc., but the Demand Charge component billed during the On-Peak months shall be based on not less than 75% of the Contract Demand. If the Customer's demand measured during normal operating conditions exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

Credit billings to the Customer will be credited to the Customer's account, or, at the option of the Customer and upon ten (10) days' prior written notice, shall be payable to the Customer within fifteen (15) days of the date of the bill.

CONTRACT PERIOD

Each customer shall enter into a contract for a minimum original term of five (5) years and thereafter until terminated by giving at least thirty (30) months' previous notice of such termination in writing, but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

The Company reserves the right to terminate the Customer's contract under this Schedule at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Schedule or operates his generating facilities in a manner which is detrimental to the Company or any of its customers. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company for the costs due to such early cancellation.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE EV-X (SC)
ELECTRIC VEHICLE SERVICE
(Pilot)

AVAILABILITY (South Carolina Only)

Available to customers receiving concurrent service on a residential rate schedule or on nonresidential Schedules G, GA, I, or OPT, at the Company's option, on a voluntary basis. The maximum number of customers on the system to be served under this pilot, as selected by the Company, is fifty.

This schedule is available for service to electric-powered vehicles licensed for operation on public streets and highways, where the following requirements are met:

1. For residential customers and for nonresidential customers using less than 3,000 kWh per month and do not have a demand meter installed, service under this schedule will be supplied by a separate meter.
2. For nonresidential customers served under Schedules G, GA, I, or OPT with a demand meter, service to the Customer's electric-vehicle charging circuit(s) may be separately metered or may be submetered.
3. Service will be supplied under this schedule only where 90% of the energy consumption of the separate meter or the submeter is for the purpose of charging electric vehicles.
4. The maximum number of electric vehicles to be served under this schedule per residential customer is two.
5. The electric vehicle(s) charged using service provided under this schedule may not be charged at any other location during this pilot.
6. The designated charging location(s) will be clearly marked for the Customer by the Company, and loads other than that allowed under (3) above will not be permitted to be served under this Schedule.
7. The Company shall have the right to install special metering and load research devices on the Company's equipment. Further, the Company shall have the right to require that the owner give satisfactory written approval for the Company's installation and operation of the devices on that equipment before entering an agreement with the Customer and making such installation.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

RATE:

I.	Basic Facilities Charge per month	\$7.75
II.	Energy Charge	
	a. On-Peak Energy per month	9.2597 cents per kWh
	b. Off-Peak Energy per month	3.3197 cents per kWh

Determination of On-Peak and Off-Peak Hours

On-Peak Period Hours	6:00 a.m. - 9:00 p.m.	Monday – Friday
Off-Peak Period Hours	9:00 p.m. - 6:00 a.m.	Monday – Friday
	12:00 a.m. - 12:00 p.m.	Saturday and Sunday

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

ADDITIONAL FACILITIES CHARGE

A monthly Additional Facilities Charge equal to 1.7% of the installed cost of additional facilities necessary for submetered service under Schedule EV-X, but not less than \$25, shall be billed to the Customer under the Rate above when applicable.

MINIMUM BILL

The minimum bill shall be the Basic Facilities Charge, plus Additional Facilities Charge, if applicable.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity under this pilot schedule for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

Schedule DIV (SC) (continued)

GENERAL PROVISIONS

For Customers contracting under this Schedule due to expansion, the Company will install metering equipment necessary to measure the new load to be billed under this Schedule separate from the existing load billed under another applicable rate schedule. To continue service under this Schedule the Customer must maintain a minimum annual load factor of 50% or more.

RATE:

Basic Service Charge	\$50,500 per month	
Demand Charge	\$5.00 per kW of billing demand per month in excess of 10,000 kW	
<u>Energy Charge</u>	<u>Billing Months June – September</u>	<u>Billing Months October – May</u>
If the kWh per KW Billing Demand for the month is 475 or less, the energy charge for all kWh is	3.0375 cents per kWh	2.7765 cents per kWh
If the kWh per KW Billing Demand for the month is more than 475 but not more than 650, the energy charge for all kWh is	3.3385 cents per kWh	3.0795 cents per kWh
If the kWh per KW Billing Demand for the month is more than 650, the energy charge for all kWh is	3.5435 cents per kWh	3.2845 cents per kWh

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Service Charge, Demand Charge and Energy Charge, but the Energy Charge component shall not be less than that calculated based on 300 hours use of the DIV Contract Demand.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

FUEL COSTS

The Rate set forth above reflects the full cost of fuel and is not subject to adjustment as described in the Company's Adjustment for Fuel Costs.

EXTRA FACILITIES CHARGE

A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of extra facilities necessary for service under Schedule DIV, but not less than \$25, shall be billed to the Customer in addition to the bill under Schedule DIV.

TAXES AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other tax or fee assessed by or remitted to a governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1-1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each Customer shall enter into a contract to purchase electricity from the Company for a minimum original term of ten (10) years, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing. For a period of four (4) years from the Operational Date, service will be provided under Schedule DIV, at the rates in effect on the Contract Effective Date, after which the Customer must continue service for the remainder of the original term of contract under another applicable rate schedule. If, at any time during the term of contract under this Schedule, the Customer voluntarily elects to receive service under another applicable schedule, such a change will be allowed on an anniversary of the Operational Date, after which Schedule DIV will no longer be available to the Customer. Customers will not be allowed to receive service for more than one term of four years under this Schedule. If at any time during the term of contract under this Schedule the Customer violates any of the terms and conditions of the Schedule or the agreement, the Company may discontinue service under this Schedule and bill the Customer under another applicable schedule. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company any costs due to such early cancellation.

SCHEDULE MP (SC)
MULTIPLE PREMISES SERVICE
(Pilot)

AVAILABILITY

Available, at the Company's option, to up to twenty business entities on the Duke system for service to two or more non-contiguous premises, located entirely within the state of South Carolina, provided that the total of the contract demands for all premises served under this schedule is at least 5000 KW, and provided that each delivery point has a minimum contract demand of 30 KW. A business entity is defined as a single corporation, partnership, or individual owner. This schedule is not available for individual franchise units of a business, nor for subsidiaries operating as a separate corporation or partnership. The Company will make the final determination as to what constitutes a business entity and applicable premises to be served under this schedule.

Service under this schedule is not available when multiple delivery points exist on contiguous premises unless such multiple delivery points are combined under the Extra Facilities provision of the Company's Service Regulations. For the purposes of this rate, premises is defined as the land and buildings or other facilities on it that require the use of electricity. The customer will not be required to include a delivery point with other services provided to the premises, if the service has a contract demand of less than 30 KW. Service to such delivery points will be served under another applicable schedule.

This Schedule is not available to establishments that would otherwise qualify for a residential service schedule. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights of way, privileges, franchises, permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed, or is prevented from furnishing the power by its failure to secure and retain such rights of way, rights, privileges, franchises, and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge per month	\$33.54	
II.	Demand Charge		
		Summer Months	Winter Months
		June 1 – September 30	October 1 – May 31
A.	On-Peak Demand Charge		
	Transmission Level Billing Demand	\$11.70 per kW	\$6.55 per kW
	Distribution Level Billing Demand	\$12.70 per kW	\$7.55 per kW
B.	Excess Demand Charge		
	Each KW of the Excess Demand	\$1.01 per kW	\$1.01 per kW
III.	Energy Charges		
A.	On-Peak energy per month	4.9854 cents per kWh	4.9854 cents per kWh
B.	Off-Peak energy per month	2.3253 cents per kWh	2.3253 cents per kWh

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	Summer Months <u>June 1 – September 30</u> 1:00 p.m. – 9:00 p.m. Monday – Friday	Winter Months <u>October 1 – May 31</u> 6:00 a.m. – 1:00 p.m. Monday - Friday
On-Peak Hours		
Off-Peak Hours	All other weekday hours and all Saturday and Sunday hours.	

DETERMINATION OF BILLING DEMAND

A. The On-Peak Billing Demand each month shall be the largest of the following:

1. The 30-minute integrated demand which is coincident with maximum 30-minute integrated demand for all customer premises served under this schedule.
2. Fifty percent (50%) of the Premises Contract Demand
3. 30 kW

Transmission Level Billing Demand applies to a delivery point served from the Company's 44 kV system or above, provided that the delivery voltage is a minimum of 4 kV for initial permanent service to a premises after (effective date). Distribution Level Billing Demand applies to all other premises served under this schedule.

When the 30-minute integrated demand which is coincident with maximum 30-minute integrated demand for all customer premises served under this schedule cannot be determined due to either commencement of service at a premises after the beginning of the billing period, or cessation of service at a premises prior to the end of the normal billing period, then the highest 30-minute integrated demand for the premises during the on-peak period served for that month will be used in (A.1) above.

B. Excess Demand

To determine the Excess Demand, the maximum integrated thirty-minute demand for the month for which the bill is rendered shall be compared to the On-Peak Billing Demand as determined in (A.) above. The difference shall be the Excess Demand for billing purposes.

BILLING PROCEDURES

The Company will calculate a separate charge for each premises served under this schedule. Each premises will be billed a Basic Facilities Charge, Demand Charge, Energy Charge, and if applicable, Extra Facilities Charges, and Remote Metering Charges. Any applicable sales tax or other fee assessed by or remitted to a state or local governmental authority will be added to the charge for each premises. The total of the bills calculated for each premises will be provided to the Customer.

CONTRACT DEMAND

The Company will require contracts for each premises to specify a Premises Contract Demand. The Premises Contract Demand shall be the maximum demand to be delivered to each premises under normal conditions. The sum of the Premises Contract Demands for each premises served under this schedule shall be known as the Total Multiple Premises Contract Demand and shall not be less than 5000 kW.

METERING AND OTHER EQUIPMENT

Service supplied under this schedule will be metered through a metering system capable of measuring electrical demand and energy at all hours each day. For billing purposes, demand and energy will be determined from electronic pulse data, in lieu of readings taken from a standard meter.

If an individual premise to be served has a contract demand of 5000 kW or greater, no additional metering charges are applicable; however, if the contract demand is less than 5000 kW, remote metering charges in accordance with the Company's Remote Meter Reading and Usage Data Service will apply.

The Company shall have the right to install special metering and load research devices on the Customer's equipment, and the right to use the Customer's telephone line for communication with the Company's and the Customer's equipment.

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

Summer hours and rates are applicable for service from June 1 through September 30. Winter hours and rates are applicable for service from October 1 through May 31.

MINIMUM BILL

The minimum bill shall be the bill for each premises calculated on the rate above.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. Each customer served under this pilot shall enter a contract to be served under this schedule for a minimum of one (1) year. The Company reserves the right to terminate service supplied under this schedule for any violation of the terms and conditions of this schedule.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

RIDER LC (SC)
RESIDENTIAL LOAD CONTROLAVAILABILITY (South Carolina only)

Available to individually metered residential customers receiving concurrent service from the Company on Schedule RS, RE ,RB or ES.

This Rider is available on a voluntary basis, at the Company's option, in areas where the Company operates load control devices. This Rider is available for control of electric water heating* and/or electric central air conditioning (cooling) systems where the following requirements are met:

1. *Water heating load control is available where all water heating requirements for the residence are supplied electrically with no alternate system assistance.
2. *Water heaters controlled under this Rider shall be of the automatic insulated storage type of not less than 15-gallon capacity.
3. The Customer must agree to control of all central air conditioning installed in the residence.
4. The Company shall have the right to require that the owner of the controlled equipment give satisfactory written approval for the Company's installation and operation of load control devices on that equipment before entering an agreement with the Customer and making such installation.

*Water heating load control service is closed and not available for service to new structures or new customers after February 17, 1993.

Water heating load control remains in effect only for customers at locations where the customer received water heating load control service before February 17, 1993 and continues to receive water heating load control service at that location. Water heating load control service is not available if the residence receives water heating service on Schedule WC.

INTERRUPTION PERIODS

The Company shall have the right to interrupt service to the Customer's central air conditioning (cooling) systems and/or electric water heaters at any time the Company has capacity problems. The Company reserves the right to test the function of these load control provisions at any time.

CREDITS FOR LOAD CONTROL

Payments for water heating and / or air conditioning control will be made to the Customer as a billing credit as follows:

	<u>Billing Month</u>	<u>Credit</u>
Water Heating	January – December	\$2.00 per month
Air Conditioning	July – October	\$8.00 per month

The total credits on any monthly bill shall not exceed 35% of the current monthly bill calculated on the appropriate rate schedule exclusive of such credits. In addition, the monthly bill shall not be less than the Basic Facilities Charge for the applicable schedule.

INSTALLATION FEE

Service under this Rider requires a circuit wired through a Company meter enclosure, exclusive of any other load, and suitable for the installation of a load control device. The Customer shall pay a fee as follows:

Prewired for load control service	No charge
Additional wiring for air conditioning service	\$35.00

The Company will not be required to install additional wiring for the charge listed above if the Company determines the wiring cannot be done in a manner which is economically feasible.

CONTRACT PERIOD

The Company offers a contract for customers allowing load control for an initial term of two years, and thereafter until terminated by either party on thirty days' written notice; however, the Customer may discontinue load control service after the first year.

South Carolina Fifth* Revised Leaf No. 70
Effective for service on and after January 1, 2005
PSCSC Docket No. 2004-276-E
Order No. 2004-549

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

RIDER IS (SC)
INTERRUPTIBLE POWER SERVICE

Available at the Company's option to non-residential customers receiving concurrent service from the Company on Schedules G, GA, I, GT, IT, OPT, or PG.

Under this Rider the Customer agrees, at the Company's request, to reduce and maintain his load at a level specified in the individual contract. The Company's request to interrupt service may be at any time the Company has capacity problems. For non-residential customers who enter into a specific contract for interruptible power service, the following provisions apply in addition to the stated provisions of the Customer's rate schedule:

1. General Provisions:

Contracts for interruptible power service will be accepted by the Company on the basis of successive contracts, and each contract shall specify an interruptible, integrated demand of not more than 50,000 KW to be subject to these provisions. The Company shall limit the acceptance of contracts to a total of 1,100,000 KW of Interruptible Contract Demand on all non-residential schedules on the total system.

At the option of the Company, Customers may specify that the interruptible load provisions of this Rider be applicable only to a designated portion of the Customer's load which shall be submetered for the purposes of this Rider.

Duke reserves the right to test the provisions of this Rider once per year if there has not been an occasion during the previous 12 months when the Company requested an interruption. Duke shall give advance notice of any test to customers served under this Rider.

Continued service under this Rider is subject to satisfactory performance by the Customer, as determined by the Company, in response to the Company's request for interruption.

2. Definitions:

Contract Demand: The Contract Demand is the maximum kilowatt demand which the Company shall be required to supply to the Customer.

Interruptible Contract Demand: The Interruptible Contract Demand of not more than 50,000 KW is that portion of the Contract Demand which the Company will supply to the Customer at all times except during Interruption Periods.

Firm Contract Demand: The Firm Contract Demand, which may be specified at different values for the months of June through September and the months of October through May, is that portion of the Contract Demand which the Company will supply to the Customer without limitation on the periods of availability.

Interruption Period: An Interruption Period is that interval of time, initiated and terminated by the Company, during which the Customer will require service at no more than the Firm Contract Demand and the Company is obligated to supply no more than the Firm Contract Demand.

Penalty Demand: The Penalty Demand is the maximum thirty (30) minute integrated demand required by the Customer during an Interruption Period in excess of the Firm Contract Demand.

Exposure Period: The Exposure Period is that period of time within the month corresponding to the weekday peak demand periods and during which interruption under these provisions is most likely to occur. Specifically, the Exposure Period for the purpose of computing monthly credits is defined as follows:

Months of June through September
1:00 p.m. to 9:00 p.m., Monday through Friday

Months of October through May
6:00 a.m. to 1:00 p.m., Monday through Friday

3. Control Notices and Limitations:

The Customer shall be notified of all initiations of Interruption Periods at least thirty (30) minutes prior to such times, and the Customer shall fully comply with the Company's requests to reduce and maintain his load to not more than the Firm Contract Demand for the duration of the Interruption Period. The Customer shall be notified of all terminations of Interruption Periods.

The Company may invoke interruption periods for not more than 150 hours in any year. Further, the Company shall have the right to invoke an interruption period at any time, subject to a maximum duration of 10 hours in any calendar day, which may be extended only by mutual agreement with the Customer.

4. Credit and Credit Computation:

Each month, a determination of the interruptible capacity available to the Company will be made in order to compute a credit. All energy consumed at a level above the Firm Contract Demand during the Exposure Period, excluding the energy consumed above the Firm Contract Demand during Interruption Periods, will be divided by the hours of duration of the Exposure Period excluding the hours of duration of Interruption Periods. The value thus computed will be reduced by the amount of the monthly maximum demand above the Firm Contract Demand which occurs during any Interruption Period. The resulting amount will be the Effective Interruptible Demand (EID) and shall not be less than zero.

The formula for computation is:

$$EID = \frac{KWH_{EP} - \frac{KWH_{IP}}{HOURS_{IP}} \times KW_{MP}}{HOURS_{EP}}$$

Where: EID = Effective Interruptible Demand

KWH_{EP} = Energy consumed during the Exposure Period above Firm Contract Demand

KWH_{IP} = Energy consumed during Interruption Periods above Firm Contract Demand

$HOURS_{EP}$ = Hours of duration of the Exposure Period

$HOURS_{IP}$ = Hours of duration of the Interruption Periods

KW_{MP} = Maximum monthly Penalty Demand

The amount of credit to be applied to the Customer's account each month will be determined by the formula:

$$\text{Credit} = EID \times \$3.50/KW_{EID}$$

5. Penalty and Penalty Computation:

Should the Customer fail to reduce and maintain his load at, or below, the Firm Contract Demand during any Interruption Period, a penalty will be applied to the Customer's account for the month of occurrence. The penalty shall be computed by the formula:

$$\text{Penalty} = \sum KW_P \times \$10.00$$

Where: $\sum KW_P$ = the summation of the Penalty Demands occurring in each and every Interruption Period during the billing period.

6. A monthly "Extra Facilities Charge," equal to 1.7% of the installed cost of the extra facilities necessary for interruptible power service, but not less than \$25, shall be billed to the Customer in addition to the billing for energy, or for demand plus energy, in accordance with the Extra Facilities provisions of the Company's Service Regulations.

7. Contract Period:

Contracts with interruptible load provisions shall be for a minimum original term of five (5) years and thereafter until terminated, by giving at least twelve (12) months' previous notice of such termination in writing, but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

The Company reserves the right to terminate the Customer's contract under this Rider at any time upon written notice to the Customer for failure of the Customer to reduce and maintain his load at or below the Firm Contract Demand during three or more Interruption Periods, or for violation of any of the terms or conditions of the applicable schedule or this Rider.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations

8. Sales Tax and Municipal Fees:

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

RIDER CS (SC)
CURTAILABLE SERVICE
PILOT

Available on a limited and voluntary basis, at the Company's option, to nonresidential customers receiving concurrent service from the Company on Schedule G, GA, I, OPT, or HP-X who have a contract demand of at least 1000 KW. This Rider is not available to customers receiving service on Riders IS or SG, nor to customers whose establishment is not equipped with an automated metering system installed by the Company.

Participating customers agree, at the Company's request, to reduce and maintain load to a specified level to which the Customer has committed, on a monthly basis in an individual monthly contract. The Company's request to curtail service may be at any time the Company has capacity problems and such curtailment requests are needed to meet the obligation to provide for native load on the Company's system.

1. General Provisions:

Contracts for curtailable service will be accepted by the Company for a minimum Curtailable Contract Demand of 1000 KW and a maximum Curtailable Contract Demand of 15,000 KW. The Company shall limit the acceptance of contracts under this Rider to a total of 100,000 KW of curtailable load on the Company's system.

For any Curtailable Service Month, each participating customer will be asked to contract for a curtailable load by specifying a Firm Contract Demand for that month. Customers who make a commitment to curtail service in any Curtailable Service Month will receive a Capacity Payment and will also receive an Energy Payment if curtailment is actually requested, and the Customer actually curtails load. No payments will be made to customers who do not make a curtailable load commitment nor to customers who make a curtailable load commitment for the Curtailable Service Month but who fail to curtail load at the Company's request.

The Company reserves the right to issue a curtailment request, and to expect the customer to comply with such curtailment request, for the purposes of a test, up to two times in any Curtailable Service Month, for a minimum of four hours each.

Continued service under this Rider is subject to satisfactory performance by the Customer, as determined by the Company, in response to the Company's request for curtailment.

2. Definitions:

Contract Demand: The Contract Demand is the maximum kilowatt demand which the Company shall be required to supply to the Customer.

Curtailable Contract Demand: The Curtailable Contract Demand of not less than 1000 KW nor more than 15,000 KW is that portion of the Contract Demand which the Company will supply to the Customer at all times except during Curtailment Periods.

Firm Contract Demand: The Firm Contract Demand, which may be specified as different values for each calendar month, is that portion of the Contract Demand which the Company will supply to the Customer without limitation on periods of availability.

Curtailable Service Month: A Curtailable Service Month is any calendar month for which the Company solicits participation under this Rider.

Curtailment Period: A Curtailment Period is that interval of time, initiated and terminated by the Company, during which the Customer will require service at no more than the Firm Contract Demand and the Company is obligated to supply no more than the Firm Contract Demand.

Exposure Period: The Exposure Period is that period of time within the month corresponding to the weekday peak demand periods and during which curtailment under these provisions is most likely to occur. Specifically, the Exposure Period for the purpose of computing monthly credits is defined as follows:

Summer Months of June through September
1:00 p.m. to 9:00 p.m., Monday through Friday

Winter Months of October through May
6:00 a.m. to 1:00 p.m., Monday through Friday

3. Commitment to Curtail Load:

Each participating customer will receive notice of a Curtailable Service Month at least eight (8) calendar days prior to the beginning of the Curtailable Service Month. The notice will include the Capacity Price (\$/KW – month) and the Energy Price (\$/kWh) for the Curtailable Service Month.

Customers who agree to curtail load during a Curtailable Service Month must provide the Company a signed commitment specifying their Firm Contract Demand for the designated Curtailable Service Month. The commitment form must be received by the Company at least four (4) calendar days prior to the beginning of the Curtailable Service Month.

4. Control Notices and Curtailment Periods

The Customer shall be notified of all initiations of Curtailment Periods at least thirty (30) minutes prior to such times, and the Customer shall fully comply with the Company's requests to reduce and maintain load to not more than the Firm Contract Demand for the duration of the Curtailment Period. The Customer shall be notified of all terminations of Curtailment Periods.

The Company may invoke Curtailment Periods on not more than five (5) calendar days in any Curtailable Service Month, unless extended for more days by mutual agreement between the Company and the Customer. Further, the Company shall have the right to invoke a Curtailment Period at any time during a Curtailable Service Month, subject to a minimum Curtailment Period of four (4) hours per day, and a maximum Curtailment Period of ten (10) hours per day, which may be extended only by mutual agreement between the Company and the Customer.

5. Payments

Payments will be made to the Customer, monthly, following the end of the Curtailable Service Month. The Capacity Payment will be made to the Customer for any Curtailable Service Month for which the Customer has signed a commitment form for the Curtailable Service, irrespective of whether actual curtailment was requested. Capacity Payments will not be made to Customers served under this Rider who made no firm commitment for a Curtailable Service Month in accordance with paragraph 3 above. Energy Payments will be made only to customers who signed a commitment form for a Curtailable Service Month and who actually curtailed service at the Company's request.

For customers served on Schedules G, GA, I, and OPT, payments will be calculated as follows:

Capacity Payment = (Nominal Demand – EFCD) x Capacity Price (\$/KW – month), but not less than zero
 Energy Payment = [(Nominal Demand x HRStep) – kWhStep] x Energy Price (\$/kWh), but not less than zero

Where:

Nominal Demand = [(kWhStep – kWhStep) / (HRStep – HRStep)]

EFCD = Effective Firm Contract Demand, which is the greater of the FCD or the CPAD

FCD = Firm Contract Demand

CPAD = Curtailment Period Actual Demand = kWhStep/HRStep

kWhStep = Total energy consumed during the exposure period for the month

kWhStep = Total energy consumed during the curtailment period for the month

HRStep = Total hours of duration of the exposure period for the month

HRStep = Total hours of duration of the curtailment period for the month

For customers served on Schedule HP-X, the following exceptions to the above calculation will be made:

Nominal Demand = [(kWhbep – kWhStep) / (HRStep – HRStep)]

Where:

kWhbep = Total energy consumed below the Customer Baseline (CBL) during the exposure period for the month

Payments under this Rider will be reduced by the sum of the Energy and Rationing charges applied to the amount of the customer's Reduced Load under Schedule HP-X, during curtailment hours, that is between the HP-X Customer Baseline and the Firm Contract Demand declared for Rider CS.

6. Contract

Contracts for curtailable load shall be for a minimum original term of one year and thereafter for the remainder of the term of the pilot, except that either party may terminate the contract after one year with sixty (60) days prior written notice. The Company reserves the right to terminate the Customer's Contract under this Rider at any time upon written notice to the Customer for the failure to perform satisfactorily as determined by the Company in response to requests for curtailment.

**RIDER SG (SC)
STANDBY GENERATOR CONTROL**

Available at the option of the Company to non-residential customers receiving concurrent service from the Company.

For customers not receiving concurrent service from the Company on Rider IS who enter into a specific contract for the control of standby generators which are not operated in parallel with the Company's system, the following provisions shall apply:

1. GENERAL DESCRIPTION

The Standby Generator Control Program is designed to provide a source of capacity through load reduction at any time the Company has capacity problems. The Company reserves the right to test the operation of the Customer's standby generator(s) at any time. When the Company requests the operation of the standby generators, the watt-hour meter(s) installed on or near the generator bus of the Customer's facility will be energized to record the kWh output at the generator. Customers may voluntarily enter into an agreement to participate in Standby Generator Control in one of the following categories:

Category A.

Standard Generator Response: The Customers under Category A shall operate their generators on an "as availat basis. Each month the meter(s) will be read and the Customer compensated for the kWh output based on an energy credit which will be updated monthly.

Category B.

Guaranteed Generator Response: The Customers under Category B shall operate their generators on a "guaranteed response" basis. Customers shall commit to operate during a minimum of 80% of the Control periods annually, including tests, and to provide at least 200 KW average capacity on an annual basis. Each month the meter(s) will be read. The Customer under Category B will receive a capacity credit based on the average capacity generated during all control periods of the current month. Also, the Customer will be compensated for the kWh output based on an energy credit which will be updated monthly. Continuation under Category B will be based on the Company's annual review of its records for the particular customer's standby generation to determine when actual performance has indicated compliance with the above standards for the twelve-month period.

Payments will not be rendered unless the Company requested the generator operation and the Customer complied.

2. METERING AND CONTROL EQUIPMENT

The metering and control equipment will be furnished, owned, installed and maintained by the Company at no expense to the Customer.

3. DEFINITIONS

Engine/Generator Nameplate Rating: The nameplate rating is the maximum kilowatt output of the engine/generator at full load at its rated power factor as specified on the nameplate.

Control Period: A control period is that interval of time, initiated and terminated by the Company, during which the Customer is requested to transfer load from the Company's source to the electrical distribution system supplied by the engine/generator unit. No control period shall be of more than ten (10) hours duration in any calendar day.

Notice of Control Load: The Customer shall be notified by remote signal of all initiations of Control Periods at least ten (10) minutes prior to such times.

4. METER READING

Each month, the installed watt-hour meter(s) shall be read for purposes of computing a payment. In the event that a Control Period is in progress, the reading of the meter(s) shall be delayed until after the Control Period has ended.

5. EQUIPMENT INSPECTION

At periodic intervals, the Company will inspect each generator metering and control system installation at the Customer's facility.

6. BASIS OF MONTHLY CREDIT

Each month, an energy credit will be computed in accordance with fuel oil price quotations from vendors for Company stations with combustion turbines.

7. MONTHLY CREDIT NOTIFICATION

Notification of the energy credit per kWh and the monthly period for which it is applicable shall be provided to each participating Customer no later than the last business day of the month preceding the application period.

8. COMPUTATION OF THE MONTHLY PAYMENT

Following the reading of the standby generator meter(s) each month, the amount of monthly payment for each participating Customer shall be computed as follows:

ENERGY CREDITS (Categories A & B)

Monthly Payments (\$) = (kWh x \$/kWh) + \$10.00 per month for compliance

CAPACITY CREDITS (Category B Only)

For Category B customers, a Capacity Credit will be computed as follows:

Monthly Payments (\$) = (kWh/Total Hours in Control Periods) x \$/KW

Where: kWh = Total kWh output of Customer's standby generator during the monthly Control Periods

\$/kWh = Applicable energy credit for the month

\$/KW = \$2.75 Applicable capacity credit

The \$10.00 per month for compliance is in addition to the credit per kWh and is paid only in the months in which the Company requests operation of the generator and the Customer complies.

In no event shall the monthly payment be based on an amount of kWh greater than the generator nameplate rating in KW multiplied by the Control Period hours during the month.

9. PAYMENT TO CUSTOMER

Each month, payment shall be made to each participating Customer for the amount of credit due for the previous month.

The statement shall specify at least the following information and other data as appropriate: Applicable Month, Total kWh Output, Credit Amount, and Payment Amount.

RIDER NL (SC)
ECONOMIC DEVELOPMENT FOR NEW LOAD
(Pilot)

AVAILABILITY (South Carolina Only)

Available, only at the Company's option, to nonresidential establishments receiving service from the Company under Schedule HP-Flex, provided that the establishment is not classified as Retail Trade or Public Administration by the Standard Industrial Classification (SIC) Manual published by the United States Government.

This Rider is available for load associated with initial permanent service in a new establishment not previously served by the Company or a new Customer in an existing establishment served or previously served by the Company, provided the establishment has been unoccupied and/or has remained dormant for a minimum period of six months, as determined by the Company. To qualify for service under this Rider, the Customer must meet the qualifications under A. or B. below

- A. The Customer must employ an additional workforce in the Company's service area of a minimum of thirty-five (35) full time equivalent (FTE) employees per 500 KW of New Load. Employment additions must occur following the Company's approval for service under this Rider.
- B. The Customer's New Load must result in capital investment of two hundred thousand dollars (\$200,000) per 500 KW of New Load. The capital investment must occur following the Company's approval for service under this Rider.

This Rider is not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for load shifted from one establishment or delivery on the Duke system to another on the Duke system, or to an existing customer adding load in an existing establishment. However, if a change of ownership occurs after the customer contracts for service under this Rider, the successor customer may be allowed to fulfill the balance of the contract under Rider NL.

DEFINITIONS

New Load: New Load is that which is added to the Company's system as a result of the new customer taking service in a new establishment, or at an existing establishment provided the establishment has been unoccupied and/or has remained dormant for a minimum period of six months, as determined by the Company.

Delivery Date: The Delivery Date is the first date service is supplied under the contract.

Month: The term "month" as used in this Rider means the period intervening between readings for the purpose of monthly billings. Readings will be collected each month at intervals of approximately thirty (30) days.

GENERAL PROVISIONS

1. The Customer must make an application to the Company for service under this Rider and the Company must approve such application before the Customer may receive service hereunder. The application must include a description of the amount of and nature of the new load and the basis on which the Customer requests qualification shown in A. or B. under Availability above. In the application, the Customer must affirm that availability of this Rider was a factor in the Customer's decision to locate the new load on the Duke system.
2. To continue service under this Rider, the Customer must maintain a minimum monthly average of 300 hours use of demand.
3. All terms and conditions of Schedule HP-Flex applicable to the individual customer shall apply to service supplied to the Customer except as modified by this Rider.

MODIFICATIONS TO HP-FLEX CUSTOMER BASELINE

The Customer and the Company will identify the Customer's HP-Flex CBL expected to exist when the facility is at full operation. The Customer Baseline is increased in stages according to the following schedule.

The demand (KW) and kilowatt hours (kWh) for the Customer Baseline under Schedule HP-Flex shall be as follows:

Months 0 – 12	zero KW and zero kWh
Months 13-24	the lower of 25% of HP-Flex CBL at full operation or 80% of load for previous 12 months
Months 25-36	the lower of 50% of HP-Flex CBL at full operation or 80% of load for previous 12 months
Months 37-48	the lower of 75% of HP-Flex CBL at full operation or 80% of load for previous 12 months
After Month 48	100% of HP-Flex CBL at full operation

MODIFICATION TO CONTRIBUTION TO FIXED COSTS

The Contribution to Fixed Costs applicable under Schedule HP-Flex and this Rider shall be as follows:

Months 0 – 12	0 cents per kWh
Months 13-24	.125 cents per kWh
Months 25-36	.25 cents per kWh
Months 37-48	.375 cents per kWh
After Month 48	.5 cents per kWh

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, but the Company may require a contract for a longer original term of years where the requirement is justified by circumstances. The Customer's contract will continue thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days' previous notice of such termination in writing. If the Customer requests a change in rate schedule from HP-Flex to another applicable schedule and such change is made by the Company, Rider NL will no longer be available to the Customer. If at any time during the term of contract under this Rider, the Customer violates any of the terms and conditions of the Rider or the agreement, the Company may discontinue service under this Rider, and bill the customer under the applicable schedule. In the event the Customer requests an amendment to or termination of an agreement under this Rider before the expiration of the initial term of contract, and such request changes the agreement under Schedule HP-Flex, the Customer may be required to pay the Company an early termination charge as set forth in the Schedule HP-Flex.

South Carolina Original* Leaf No. 83
Effective for bills on and after April 8, 2005
PSCSC Docket No. 2005-48-E
Order No. 2005-170

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

RIDER EC (SC)
ECONOMIC DEVELOPMENTAVAILABILITY (South Carolina Only)

Available, only at the Company's option, to nonresidential establishments receiving service from the Company under Schedule G, GA, I or OPT provided that the establishment is not classified as Retail Trade or Public Administration by the Standard Industrial Classification (SIC) Manual published by the United States Government.

This Rider is available for load associated with initial permanent service to new establishments, expansion of existing establishments, or new customers in existing establishments who make application to the Company for service under this Rider, and the Company approves such application after September 1, 1994. The New Load applicable under this Rider must be a minimum of 1,000 KW at one delivery point. To qualify for service under this rider, the customer must meet the qualifications under A. or B. below:

- A. The Customer must employ an additional workforce in the Company's service area of a minimum of seventy-five (75) full time equivalent (FTE) employees per 1,000 KW of New Load. Employment additions must occur following the Company's approval for service under this Rider.
- B. The Customer's New Load must result in capital investment of four hundred thousand dollars (\$400,000) per 1,000 KW of New Load. The capital investment must occur following the Company's approval for service under this Rider.

This Rider is not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after the customer contracts for service under this Rider, the successor customer may be allowed to fulfill the balance of the contract under Rider EC and continue the schedule of credits outlined below. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for load shifted from one establishment or delivery on the Duke system to another on the Duke system.

DEFINITIONS

New Load: New Load is that which is added to the Company's system by a new establishment after September 1, 1994. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider.

Delivery Date: The Delivery Date is the first date service is supplied under the contract.

Operational Date: The Operational Date shall be the date the facility is fully operational as declared by the Customer, but shall be no more than eighteen (18) months after the Delivery Date.

Month: The term "month" as used in this Rider means the period intervening between readings for the purpose of monthly billings. Readings will be collected each month at intervals of approximately thirty (30) days.

GENERAL PROVISIONS

1. The Customer must make an application to the Company for service under this Rider and the Company must approve such application before the Customer may receive service hereunder. The application must include a description of the amount and nature of the new load and the basis on which the Customer requests qualification shown in A. or B. under Availability above. In the application, the Customer must affirm that availability of this Rider was a factor in the Customer's decision to locate the New Load on the Duke system. For customers making application under paragraph A. above, the application shall also specify the total number of full time equivalent employees (FTE) employed by the Customer in all establishments receiving electric service from the Company's system, at the time of application for this Rider, and on the Operational Date.
2. The Customer must agree to a minimum contract term of ten (10) years, with the credits being available for a maximum period of four years immediately following the Operational Date.
3. For customers contracting under this Rider due to expansion, the Company may install metering equipment necessary to measure the New Load to be billed under this Rider separate from the existing load billed under the applicable rate schedule. The Company reserves the right to make the determination of whether such installation will be separately metered or submetered. If in the Company's opinion the nature of the expansion is such that either separate metering or submetering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of the Customer's load, if any, qualifies as New Load eligible for this Rider.
4. To continue service under this Rider the customer must maintain a monthly average of 250 hours use of demand.
5. All terms and conditions of Schedules G, GA, I or OPT applicable to the individual Customer shall apply to the service supplied to the Customer except as modified by this Rider.

APPLICATION OF CREDIT:

Beginning with the Operational Date, a credit based on the percentages below will be applied to the total bill for the New Load contracted for under this Rider, calculated on the applicable rate schedule, including the Basic Facilities, Demand Charge, Energy Charge, or Minimum Bill excluding other applicable riders, and excluding Extra Facilities Charges.

Months	1 – 12	20%
Months	13 – 24	15%
Months	25 – 26	10%
Months	37 – 48	5%
After Month	48	0%

EXTRA FACILITIES CHARGE

A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of extra facilities necessary for service for additional metering required under Rider EC, but not less than \$25, shall be billed to the Customer in addition to the bill under the appropriate rate schedule and this Rider, when applicable.

CONTRACT PERIOD

Each Customer shall enter into a contract to purchase electricity from the Company for a minimum original term of ten (10) years, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing. If the Customer requests a change in rate schedule from that which was approved in conjunction with Rider EC, credit under Rider EC will no longer be available. Such a change will be allowed upon thirty (30) days written notice to the Company. An individual establishment will not be allowed to receive credits for more than four(4) years under this Rider, unless the Company, at its option, agrees to accept a new application and contract for qualifying New Load, and such application receives special approval by the Company. If at any time during the term of contract under this Rider the Customer violates any of the terms and conditions of the Rider or the agreement, the Company may discontinue service under this Rider, and bill the Customer under the applicable schedule without further credits. In the event the Customer requests an amendment to or termination of an agreement under this Rider before the expiration of the initial term of the agreement, the Customer will be required to pay the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.
- or
- (b) The sum of:
 - 1) The loss due to early retirement ("LDER") of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement to the extent that such facilities will not be utilized by the Company to provide service under the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero;
 - and
 - 2) The repayment of credits received under this Rider to the extent required based upon the marginal cost to serve the Customer. This repayment obligation shall be calculated as the difference between the net charges to the Customer under the applicable rate schedule after the application of any credits received under this Rider and the Company's marginal cost to serve the Customer; provided, however, that this amount shall not be less than zero and shall not be greater than the total credits received by the Customer under this Rider. The Company's marginal cost shall be calculated under the Company's Schedule HP-X (SC) Hourly Pricing for Incremental Load.

South Carolina First* Revised Leaf No. 84
 Effective January 1, 2005
 PSCSC Docket No. 2004-335-E
 Order No. 2004-639

*Revised to reflect name change only
 PSCSC Docket No. 2005-210-E, Order No. 2005-691

RIDER ER (SC)
ECONOMIC REDEVELOPMENT

AVAILABILITY (South Carolina Only)

Available, only at the Company's option, to nonresidential establishments receiving service from the Company under Schedule G, GA, I or OPT, provided that the establishment is not classified as Retail Trade or Public Administration by the Standard Industrial Classification (SIC) Manual published by the United States Government.

This Rider is available for load associated with a new customer in an existing establishment served, or previously served, by the Company, provided the establishment has been unoccupied and/or has remained dormant for a minimum period of six months, as determined by the Company. In order to qualify for service under the Rider, the New Load must be a minimum of 500 KW at one delivery point at one voltage. In addition, the requested service necessary to serve the New Load must not result in additional investment in distribution facilities by the Company; however, minor alterations in the service supplied which can be accomplished feasibly and economically may be allowed. To qualify for service under this Rider, the Customer must meet the qualifications under A. or B. below

- A. The Customer employ an additional workforce in the Company's service area of a minimum of thirty-five (35) full time equivalent (FTE) employees per 500 KW of New Load. Employment additions must occur following the Company's approval for service under this Rider.
- B. The Customer's New Load must result in capital investment of two hundred thousand dollars (\$200,000) per 500 KW of New Load. The capital investment must occur following the Company's approval for service under this Rider.

This Rider is not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for load shifted from one establishment or delivery on the Duke system to another on the Duke system. However, if a change of ownership occurs after the customer contracts for service under this Rider, the successor customer may be allowed to fulfill the balance of the contract under Rider ER and continue the credits outlined below.

DEFINITIONS

New Load: New Load is that which is added to the Company's system as a result of the new customer taking service at an existing establishment and shall not be less than the Contract Demand.

Delivery Date: the Delivery Date is the first date service is supplied under the contract.

Operational Date: The Operational Date shall be the date the facility is fully operational as declared by the Customer, but shall be no more than twelve (12) months after the Delivery Date.

Month: The term "month" as used in this Rider means the period intervening between readings for the purpose of monthly billings. Readings will be collected each month at intervals of approximately thirty (30) days.

GENERAL PROVISIONS

1. The Customer must make an application to the Company for service under this Rider and the Company must approve such application before the Customer may receive service hereunder. The application must include a description of the amount of and nature of the new load and the basis on which the Customer requests qualification shown in A. or B. under Availability above. In the application, the Customer must affirm that availability of this Rider was a factor in the Customer's decision to locate the new load on the Duke system. For customers making application under paragraph A above, the application shall also specify the total number of full time equivalent employees (FTE) employed by the Customer in all establishments receiving electric service from the Company's system, at the time of application for this Rider, and on the Operational Date.
2. The Customer must agree to a minimum contract term of five (5) years, with the credits being available for a maximum period of one (1) year following the Operational Date.
3. To continue service under this Rider, the Customer must maintain a monthly average of 300 hours use of demand.
4. All terms and conditions of Schedules G, GA, I or OPT applicable to the individual customer shall apply to service supplied to the Customer except as modified by this Rider.

APPLICATION OF CREDIT:

Beginning with the Operational Date, a credit of 50% will be applied to the total bill in Months 1 through 12 for the New Load contracted for under this Rider, calculated on the applicable rate schedule, including the Basic Facilities, Demand Charge, Energy Charge, or Minimum Bill excluding other applicable riders, and excluding Extra Facilities Charges.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of five (5) years, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days' previous notice of such termination in writing. If the Customer requests a change in rate schedule from that which was approved in conjunction with Rider ER, credit under Rider ER will no longer be available. Such a change will be allowed upon thirty (30) days' written notice to the Company. If at any time during the term of contract under this Rider, the Customer violates any of the terms and conditions of the Rider or the agreement, the Company may discontinue service under this Rider, and bill the customer under the applicable schedule without further credits. In the event the Customer requests an amendment to or termination of an agreement under this Rider before the expiration of the initial term of the agreement, the Customer will be required to pay the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.
- or
- (b) The sum of:
 - 1) The loss due to early retirement ("LDER") of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement to the extent that such facilities will not be utilized by the Company to provide service any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero;
 - and
 - 2) The repayment of credits received under this Rider to the extent required based upon the marginal cost to serve the Customer. This repayment obligation shall be calculated as the difference between the net charges to the Customer under the applicable rate schedule after the application of any credits received under this Rider and the Company's marginal cost to serve the Customer; provided, however, that this amount shall not be less than zero and shall not be greater than the total credits received by the Customer under this Rider. The Company's marginal cost shall be calculated under the Company's Schedule HP-X (SC) Hourly Pricing for Incremental Load.

SCHEDULE PP (SC)
PURCHASED POWERAVAILABILITY (South Carolina Only)

Available only to establishments located in the Company's South Carolina service territory which have generating facilities with a Nameplate Capacity not in excess of five (5) megawatts which are interconnected directly with the Company's system and which are qualifying facilities as defined by the Federal Energy Regulatory Commission pursuant to Section 210 of the Public Utility Regulatory Policies Act of 1978.

This Schedule is available only to Customers under contract with the Company on or before December 31, 1997 for delivery of power beginning on or before the earlier of thirty (30) months from the date of execution of the contract or July 1, 2000.

This Schedule is not applicable to a qualifying facility owned by a Customer, or affiliate or partner of a Customer, who sells power to the Company from another facility located within one-half mile.

Service necessary for the delivery of power from the Customer's generating facilities into the Company's system under this Schedule shall be furnished solely to the individual contracting Customer in a single enterprise, located entirely on a single, contiguous premise. Service hereunder shall be restricted to the Company's purchase of energy or energy and capacity from the Customer's generating facilities up to the Net Capacity which may be operated in parallel with the Company's system. Power delivered to the Company under this Schedule shall not offset or be substituted for power contracted for or which may be contracted for under any other schedule of the Company, except at the option of the Company under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to service under this Schedule are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits for such service and the Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from purchasing power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages, where available, upon mutual agreement:

- Single-phase, 120 or 240 volts; or
- 3-phase, 3-wire, 240, 480, 4160, 12470, or 24940 volts; or
- 3-phase voltages other than the foregoing, but only at the Company's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service under this Schedule shall be determined by the Company. Prospective customers shall ascertain the available voltage by written inquiry of the Company before purchasing equipment.

RATE:

		Interconnected to:	
		Distribution System	Transmission System
I.	Capacity Credit		
	a. All On-Peak Energy per Off-Peak Month per kWh:	0.98¢	0.94¢
	b. All On-Peak Energy per Off-Peak Month per kWh:	0.84¢	0.80¢
II.	Energy Credit		
	a. All On-Peak Energy per Month per kWh	2.09¢	2.00¢
	b. All Off-Peak Energy per Month per kWh	1.52¢	1.46¢

The Capacity Credits and Energy Credits of this Schedule are variable rates and are subject to change at any time during the term of contract as approved by the Public Service Commission of South Carolina.

DEFINITIONS

Net Capacity: The term "Net Capacity" shall mean the Nameplate Capacity of the Customer's generating facilities, less the portion of that capacity needed to serve the generating facilities' Auxiliary Load.

Nameplate Capacity: The term "Nameplate Capacity" shall mean the maximum continuous electrical output capability of the generator(s) at any time at a power factor of ninety percent (90%).

Auxiliary Load: The term "Auxiliary Load" shall mean power used to operate auxiliary equipment in the facility necessary for power generation (such as pumps, blowers, fuel preparation machinery, and exciters).

Month: The term "Month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once per month. The On-Peak Months shall be the billing Months of June through September and December through March. The Off-Peak Months shall be the billing Months of April, May, October and November.

DETERMINATION OF ON-PEAK AND OFF-PEAK ENERGY

On-Peak Energy shall be energy, in kilowatt hours, which is supplied to the Company during On-Peak Periods. Off-Peak Energy shall be energy, in kilowatt hours, which is supplied to the Company during Off-Peak Periods.

The On-Peak Period shall be those hours, Monday through Friday, beginning at 7 A.M. and ending at 11 P.M. The Off-Peak Period shall be all other weekday hours and all Saturday and Sunday hours.

INTERCONNECTION FACILITIES CHARGE

The Customer shall be responsible for providing suitable control and protective devices on his equipment to assure no disturbance to other customers of the Company or to the Company itself, and to protect the Customer's facilities from all loss or damage which could result from operation with the Company's system.

The Company will furnish, install, own, and maintain interconnection facilities necessary for service under this Schedule including:

- suitable control and protective devices installed on Company equipment to allow operation of the Customer's generating facilities;
- metering facilities equipped to prevent reverse registration for the measurement of service under this Schedule; and
- any other modifications to its system required to serve the Customer under this Schedule as determined by the Company.

All such facilities shall be subject to a monthly charge under the Extra Facilities provisions of the Company's Service Regulations. The Company reserves the right to install at any time facilities necessary for the appropriate measurement of service under this Schedule and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

DETERMINATION OF CAPACITY CREDIT

Capacity Credits are available only to qualifying facilities classified as "new capacity" in accordance with the Federal Energy Regulatory Commission's Order No. 69 in Docket No. RM79-55 and in accordance with the Public Service Commission of South Carolina's Order No. 81-214 in Docket No. 80-251-E.

Capacity Credits will be based on the energy, in kilowatt hours, which is supplied to the Company during the On-Peak Periods of the Month and will be applied to the Customer's bill in the appropriate Month.

For Customers contracting for service under this Schedule on or after September 18, 1995, Capacity Credits will not be applicable until January 1, 1998. For Customers under continually effective contracts with the Company under this Schedule prior to September 18, 1995, Capacity Credits under this Schedule will be applicable beginning on the effective date of this Schedule.

POWER FACTOR CORRECTION

When the average Monthly power factor of the power supplied by the Customer to the Company is less than 90 percent or greater than 97 percent, the Company may correct the energy, in kilowatt-hours, as appropriate. The Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

PAYMENTS

Credit billings to the Customer will be credited to the Customer's account, or, at the option of the Customer and upon ten (10) days' prior written notice, shall be payable to the Customer within fifteen (15) days of the date of the bill.

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each Customer shall enter into a contract for an initial term of one (1) year. The contract shall continue thereafter until terminated by either party upon giving at least ninety (90) days' prior written notice, provided, however, the parties must give at least thirty (30) months' prior written notice of such termination if the contract provides for payment of capacity credits. Said contract shall specify the amount of capacity committed for delivery throughout the term of the contract.

The Company reserves the right to terminate the Customer's contract under this Schedule at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Schedule or operates his generating facilities in a manner which is detrimental to the Company or any of its Customers, or fails to deliver energy to the Company for six (6) consecutive Months. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company for costs due to such early termination.

SOUTH CAROLINA POWER EXCISE TAX

The Customer shall be responsible for any and all taxes including, but not limited to, the Electric Power Excise Tax for the electric power generated by the Customer's facilities, which may be imposed under S.C. Code Ann. §12-23-10 (1976), as amended, or any equivalent statute or regulations.

South Carolina Original* Leaf No. 90

Effective for service on and after September 1, 1996

PSCSC Docket No. 95-1192-E, Order No. 96-570

*Revised to reflect name change only

PSCSC Docket No. 2005-210-E, Order No. 2005-691

EXISTING RESIDENTIAL HOUSING PROGRAM (SC)

PURPOSE

The purpose of the program is to provide financing for electric heat pumps, electric central air conditioners, electric water heaters and energy efficiency improvements.

PROGRAM

- Loans are available for existing residential structures which are served from Duke Power's retail distribution system for electric heat pumps, central air conditioning, water heaters and energy efficiency improvements. Loans will be made with the owner.
- Documentation demonstrating compliance with program guidelines must be provided.

Residential Energy Products Loan

- Loans under this program are available to customers in existing single family residential structures where the customer owns the real property, or for manufactured housing, owns the home. At the Company's option, the loan is available to the owner of a single family or multi-family residential structure where the owner is not the customer, and to homeowner associations of multi-family residential structures. The program is not available to corporations, companies or partnerships.
- The program provides direct loans to qualified home owners for the following:
 1. Financing of up to \$10,000 for one or more qualifying HVAC systems. (Exception: Financing up to \$15,000 for ground source equipment installations or multiple qualifying units with SEER of 14 or greater).
 2. Financing of up to \$2,500 for replacement of an existing heat pump's indoor or outdoor unit only (multi-family structures are excluded).
 3. Financing of up to \$3,000 per residential unit to insulate to meet the thermal conditioning standards of Schedule RE Category 2 or financing of up to \$1,500 per residential unit to install qualified energy efficiency improvements.
 4. Financing up to \$800 per unit for electric water heaters. (Exception: Financing up to \$2,500 for new electric water heating technologies such as heat pump water heaters, desuperheaters, integrated water heating systems, etc.)
- The combination of loans to an individual owner of residential units in a multi-family structure, an individual owner of multiple residential units, or to homeowners associations may not exceed \$50,000 for energy efficiency improvements, \$50,000 for HVAC and \$15,000 for water heaters. A surety bond or other guarantee agreement approved by Duke Power may be required for such loans.
- Loans under this program are for qualifying electric heat pumps, electric central air conditioners, electric water heaters and specific home energy improvements as outlined herein. Duke Power's role will be limited to recommending qualified dealers or contractors, processing loan applications, and performing any necessary follow-up.

Loan Arrangements:

- The owner must secure the loan through Duke Power. Loans to qualifying owners will be made for a period of up to 120 months. Duke may establish maximum terms for the loan based on the loan amount, but in no case shall the term of the loan exceed 120 months. Loans are offered at a fixed interest rate based on the rate at which Duke is able to secure financing. The interest rate will not exceed the maximum amount allowed under the South Carolina Code of Laws.
- The current effective interest rates will be on file with the Public Service Commission of South Carolina, and will be provided to customers upon request.
- A credit application must be completed and approved prior to installation of the HVAC system, water heater or home energy improvement measures to be financed under this program. Nominal filing fees to record a fixture lien against the property may be required and shall be paid by the owner.

HVAC Equipment Loans:

- To qualify for a loan under this program the owner must install one of the following electric heat pumps or electric central air conditioners included in the most current edition of the Air Conditioning and Refrigeration Institute (ARI) Directory of Certified Listings under the noted sections:
 1. Air source electric heat pump or electric central air conditioner with a minimum Seasonal Energy Efficiency Ratio (SEER) of 10 for split systems, and 9.7 for systems rated at less than 65,000 BTU/hour (ARI Standard 210/240-89).
 2. Ground source closed loop (ARI Standard 330-93), ground water source heat pump (ARI Standard 325-93), or water source heat pump (ARI Standard 320-93), with a minimum Energy Efficiency Ratio (EER) of 9.3, rated at less than 135,000 BTU/hour.
 3. Packaged terminal heat pump (ARI Standard 310/380-93), with a minimum Energy Efficiency Ratio (EER) of 8.

Existing Residential Housing Program (SC) (continued)

HVAC Equipment Loans (continued)

- For the purposes of this program, a qualifying electric heat pump is limited to air source electric heat pumps, geothermal electric heat pump systems and dual fuel (dual energy) heat pump systems which include single package and split systems. Electric central air conditioners also include single package and split systems. The fossil furnace may be included as part of the financed system when it is replaced at the same time as the electric portion. The fossil furnace section of the system can be financed only if the fossil fuel portion is purchased and financed in conjunction and contemporaneously with the electric portion of the system. A dual fuel heat pump is defined as an integrated package system or a split system (indoor section and outdoor section with integrated controls) that contains an electric air-to-air heat pump, a fossil fuel furnace and associated controls.
- All systems shall be sized to the nearest equipment size that will satisfy the sensible and latent cooling load.
- To qualify for a heat pump or central air conditioning loan under this program, the system must be installed by a dealer authorized by Duke Power. The Company will maintain a list of authorized dealers.
- To qualify for a heat pump loan under this program, the structure must meet the minimum insulation standards: Ceilings, R-19; Walls, R-11; Floors, R-11 or the total heat loss shall not exceed 30 BTUH (at 60 degree temperature differential) per square foot of net heated area. (Not applicable to dual fuel or add-on or central air conditioning systems).

Water Heater Loans:

- To qualify for a loan under this program the electric water heater must be installed by a Duke authorized licensed plumber/contractor. Duke will maintain a list of authorized plumbers/contractors.

Energy Efficiency Improvements Loans:

Part I

To qualify for an insulation loan of up to \$3000 under this program, the owner must agree to upgrade the structure so it meets the insulation requirements on Duke's rate Schedule RE Category 2 or its Maximum Value Home Program installation standards. The Company will provide the structure owner with an analysis of the necessary improvements upon request. If an owner has been presented an accurate list of improvements by an independent contractor, a second analysis by a Company representative will not be necessary.

Part II

To qualify for an insulation loan of up to \$1500 under this program, the owner must agree to upgrade the structure by making home energy improvements. Specific improvements may include any measures necessary to bring the structure up to the rate Schedule RE Category 2 thermal standards. Measures approved for financing include the following:

1. Ceiling/attic insulation
2. Wall insulation
3. Floor insulation
4. Duct insulation
5. Storm windows
6. Storm doors
7. Attic ventilation hardware
8. Caulking, weather-stripping and miscellaneous infiltration reduction measures
9. Duct redesign
10. Other improvements which may be added from time to time

Loans provided under Part I or Part II above may include the following qualifying HVAC system services or repairs:

- * A blower door analysis to qualify duct leakage at a reference pressure.
- * Location and elimination of leaks in the duct system that exceed Duke's predetermined program specifications.
- * Cleaning of the indoor and outdoor coil, if necessary.
- * Inspection of the filter, and if necessary, replacement of the filter.
- * Removal and cleaning of blower wheel, removal of vegetation around outdoor coil, and cleaning of drain block.

Loans for HVAC system repairs may not exceed \$1,500 and are available only for single-family residences, manufactured homes, condominiums, and individually metered apartments which are at least one year old, and only for structures in which all energy required for environmental space conditioning (heating and cooling) and water heating is supplied electrically. Such loans are not available for structures with non-vented fossil fuel fireplace logs, non-vented fossil fuel space heaters, or fan-assisted (vented or non-vented) fossil fuel fireplace logs.

The duct system repairs must be performed by an HVAC dealer who has successfully completed a training program offered by the N.C. Alternative Energy Corporation or an equivalent program offered or approved by Duke Power.

South Carolina Fourth* Revised Leaf No. 142

Effective April 6, 2000

PSCSC Docket No. 95-844-E

Order No. 2000-0335

*Revised to reflect name change only

PSCSC Docket No. 2005-210-E, Order No. 2005-691

RESIDENTIAL TRADE ALLY PROGRAM (SC)

PURPOSE

The purpose of the Residential Trade Ally Program is to promote and increase awareness of electric products and services in new and existing residences. The program will provide payments, products and services to trade allies (such as home builders and HVAC dealers) to encourage trade ally promotion of electric end-uses in new and existing homes, including manufactured homes and multi-family homes. The marketing efforts enumerated in this program will be primarily focused on the Maximum Value Home, Duke-approved manufactured home, and electric heat pumps. Any systematic or substantial efforts focused on products, services, or end uses other than the Maximum Value Home, Duke-approved manufactured home, and electric heat pumps will be filed with the Commission for information.

The program includes the following activities: cooperative advertising; trade association activities and trade shows; home shows and model homes; trade ally events; and business development options.

Duke reserves the right to determine total program and individual participant funding based on the participants' relative ability to cost-effectively promote and increase awareness of electric products and services in new and existing residences and on budget constraints. Participants in the Residential Trade Ally Program may also participate in other Duke programs.

A. COOPERATIVE ADVERTISING

The purpose of cooperative advertising is to increase advertising of Duke's Maximum Value Homes, electric heat pumps, Duke-Approved manufactured homes and other electric end-uses and technologies through joint funding of advertisements with trade allies such as HVAC dealers and distributors, new home builders and developers, Realtors, and manufactured home retailers and other trade allies. Cooperative advertising allows participating parties to achieve greater market exposure without increased expense.

Duke Power and residential trade allies will jointly fund advertising which promotes Duke-selected products or services. The advertising may include brochures, radio, television, newspaper, billboard, or Yellow Pages Displays.

- * Program is administered on a calendar year basis. Prospective participants must submit an application to Duke to request participation in the Program. The application for participation should include: amount requested for calendar year, advertising plan overview, dates of any advertising campaign kick-off meetings, any special requests for advertising campaigns.
- * Participants will be selected based on future potential sales of Maximum Value Homes, electric heat pumps, Duke-Approved manufactured homes and other electric end-use technologies.
- * Advertising shall specifically promote specified programs, products, or services (e.g., Maximum Value Home, Duke-Approved manufactured home, electric heat pumps) as designated by Duke. In order to qualify for payment under this program, advertising must endorse exclusively electric products.
- * Duke Power's name or marketing logos shall be displayed on all advertisements and voiced in all radio ads. Duke Power will provide participants with the applicable logo for use in the ads. Additional requirements for participation may be specified by Duke.
- * Duke's contribution shall not exceed 1/3 of the total advertising cost.
- * Applications are considered on a first-come, first-served basis. Funding may be limited due to budget constraints.
- * Duke will notify applicants in writing stating the amount of funding available to the participant for the calendar year.
- * To receive payment, the participant shall provide an invoice, accompanied by copies of the advertisements or transcripts, to Duke Power by November 15 of the calendar year. Funding not used during the calendar year is forfeited. Duke reserves the right to refuse payment if the advertising does not conform to program guidelines.

B. TRADE ASSOCIATION ACTIVITIES AND TRADE SHOWS

The purpose of sponsoring trade association activities and trade shows is to build relationships with residential trade allies, many of whom participate in trade associations.

The following types of residential trade association activities and residential trade shows may be applicable under this program:

- * Sponsorship and advertisement of trade association activities
- * Provision of products and services to trade allies at trade association activities
- * Provision of exhibit space at trade shows
- 1. Sponsorship of Trade Association Activities

Duke may sponsor residential trade association activities such as conventions, trade shows and entertainment functions through direct contribution of cash and products for specified purposes to the trade associations. Duke may also provide advertisement for trade association activities.

 - * Duke reserves the right to select which trade association activities it will sponsor based on the relative potential of the activities to promote and increase awareness of electric products and services in new and existing residences and on budget constraints.

B. TRADE ASSOCIATION ACTIVITIES AND TRADE SHOWS (continued)

- * Sponsorship may include funding or co-funding of trade association activities or provision of products for use in trade association activities. Duke may also provide advertisement directly or through payment for advertising for trade association activities.
- * Duke's total cost per event (including Duke's cost of products it provides and advertising costs) shall not exceed \$10,000 in direct payments, products, and services for all activities.
- 2. Provision of Products and Service to Trade Allies at Trade Association Activities
Duke may provide consideration in the form of admission cost to trade association activities, meals and entertainment for trade allies at trade association activities.
 - * Duke may offer trade allies free or reduced admission to trade association activities. Duke may also provide meals and entertainment for trade allies at trade association activities.
 - * Duke's total cost per event shall not exceed \$30 in direct payment, product, and services per activity participant.
 - * Participation in the program is limited to Duke's residential trade allies.
- 3. Provision of Exhibit Space at Trade Shows
Duke may subsidize the cost of exhibit space for trade allies at residential trade shows sponsored by trade associations or by groups other than trade associations.
 - * All participants must have approval in advance. Residential trade allies who wish to participate in the program must apply to Duke. Duke will notify applicants in writing stating the amount of funding available to applicant for exhibit space. Application should include name of trade show, size and cost of exhibit space, description of planned exhibit and contact name.
 - * Participants must promote electric products or services in the booth. Participants may be required to display Duke's logo or to display specific equipment.
 - * Participant shall submit an invoice to Duke showing cost of exhibit space in order to obtain payment from Duke.
 - * Duke may fund up to one-half the exhibit space cost. However, Duke's cost shall not exceed \$500 in direct payment, products, and services per booth.

C. HOME SHOWS AND MODEL HOMES

The purpose of Duke's participation in home shows and model homes is to demonstrate selected programs, products or services (e.g., Maximum Value Homes, Duke-Approved manufactured homes, electric heat pumps) to the many customers who visit home shows and model homes each year.

The following types of activities may be applicable under this program:

- * Sponsorship of home shows (such as Parade of Homes) and related activities.
- * Provision of products and services to trade allies participating in home shows.
- * Provision of products and services to trade allies for model homes in developments.
- 1. Sponsorship of Home Shows and Related Activities
Duke may sponsor home shows (such as Parade of Homes) which promote single-family, multi-family or manufactured homes. The shows may be sponsored by trade associations or by other groups. Duke may also provide admission discounts for attendees, advertising and products for the show.
 - * Duke reserves the right to select which home shows it will sponsor based on the show's relative potential to promote and increase awareness of electric products and services and on budget constraints.
 - * Duke may provide sponsorship (funding and co-funding) of home shows, reduced admission to attendees of home shows, and provision of products. Duke may also provide advertising to the events either directly or through payment for advertising.
 - * Duke's total cost of the events (including Duke's cost of products it provides and advertising costs) shall not exceed \$10,000 in direct payments, products, and services per home show. Funding or products will be provided directly to the group sponsoring the home show.
- 2. Provision of Products and Services to Trade Allies Participating in Home Shows
Duke may provide products and services (or reimbursement for products and services) to trade allies (e.g., builders, manufactured home retailers, Realtors) participating in home shows who agree to construct or display a home(s) in a home show(s) where the home meets Maximum Value Home Standards and / or to demonstrate other selected electric technologies of Duke's choosing.
 - * Trade allies who agree to construct a home or homes in a show or shows which meet Maximum Value Home Standards and / or demonstrate other Duke-selected electric products and services (such as home automation) are eligible for participation in the program. Duke will enter into an agreement with the trade ally to specify the trade ally's and Duke's obligations under the program.
 - * Duke may provide products and services, or reimbursement for products or services, such as electric equipment (e.g., high efficiency heat pumps, integrated water heating system, induction range top, etc.), installation of equipment, and food and beverages.
 - * For products or services for which Duke provides reimbursement to participating trade allies, invoices showing expenses shall be provided to Duke in order to receive payment.
 - * Duke's total cost (including costs incurred by trade allies which are reimbursed by Duke and Duke's cost of products and services) shall not exceed \$1,000 in direct payment, products, and services per home.

C. HOME SHOWS AND MODEL HOMES (continued)

3. Provision of Products and Services to Trade Allies for Model Homes in Developments
Duke may provide products and services (or reimbursement for products and services) to trade allies (e.g., builders, manufactured home retailers, Realtors) for model homes in developments where the trade ally agrees to construct or **display the model home(s) which meet Maximum Value Home Standards and / or to demonstrate other selected electric technologies of Duke's choosing.**
 - * Trade allies who agree to construct or display a model home or homes which meet Maximum Value Home Standards and / or to demonstrate other Duke-selected products and services (such as home automation) are eligible for participation in the program. Duke will enter into an agreement with the trade ally to specify the trade ally's and Duke's obligations under the program.
 - * Duke may provide products and services, or reimbursement for products or services, such as electric equipment (e.g., high efficiency heat pumps, integrated water heating system, induction range top), installation of equipment, advertising, and food and beverages.
 - * For products or services for which Duke provides reimbursement to participating trade allies, invoices showing expenses shall be provided to Duke in order to receive payment.
 - * Duke's total cost for all activities (including costs incurred by trade allies which are reimbursed by Duke and Duke's cost of products and services) shall not exceed \$5,000 in direct payment, products, and services per model home.

D. TRADE ALLY EVENTS

The purpose of trade ally events is to build and strengthen relationships with residential trade allies. These trade allies directly influence customer decisions.

Duke may provide events for residential trade allies including builders, HVAC dealers, Realtors, and manufactured home retailers, etc. Events may include lodging, meals, and entertainment.

- * Attendance at trade ally events is limited to Duke's residential trade allies and guests and is by invitation from Duke. Invitations are based on Duke's estimation of future potential sales of electric products such as heat pumps or Maximum Value Homes.
- * Duke may provide lodging, meals, social activities, and other expenses such as gratuities.
- * Participants may be responsible for certain costs identified by Duke.
- * Duke's total cost for all events shall not exceed \$600 in direct payment, products, and services per attendee.

E. BUSINESS DEVELOPMENT OPTIONS

The purpose of business development options is to build relationships with residential trade allies, add value to their business, and strengthen their company's ability to provide better customer service, increased sales and improved marketability. Duke may provide products and services or the reimbursement for products and service such as electronic equipment, promotional items, specialty equipment and training opportunities to trade allies (e.g., builders, manufactured home retailers, Realtors, HVAC dealers) participating in the program.

- * Program is administered on a calendar year basis.
- * Participants will be selected based on future potential sales of Maximum Value Homes, electric heat pumps, Duke approved manufactured homes and other electric end-use technologies.
- * Duke may provide specified products and services, or reimbursement for products and services, which are selected by Duke based on their ability to enhance the trade ally's business.
- * Duke will maintain a list of products and services offered under this program.
- * Duke's total cost per trade ally shall not exceed \$25 in products and services per end-use technology installed.

ELECTRIC PRODUCTS FOR COMMERCIAL FACILITIES PROGRAM (SC)

PURPOSE

The purpose of the Electric Products for Commercial* Facilities Program is to promote and increase awareness of electric products and services in the new and existing commercial markets. The program will provide payments, products and services to commercial customers and trade allies (such as architects, engineers or equipment distributors) to encourage use of and promotion of electric end-uses. The marketing efforts enumerated in this program will be primarily focused on food service and commercial space heating end-uses. Any systematic or substantial efforts not focused on food service or commercial space heating end uses will be filed with the Commission for information.

The program includes the following activities: trade association activities, trade shows, and design, operational and educational assistance.

Duke reserves the right to determine total program and individual participant funding based on the participants' relative ability to cost-effectively promote and increase awareness of electric products and services in new and existing commercial markets and on budget constraints. Participants in the Electric Products for Commercial Facilities Program may also participate in other Duke programs.

A. TRADE ASSOCIATION ACTIVITIES AND TRADE SHOWS

The purpose of sponsoring trade association activities and trade shows is to build relationships with commercial trade allies, many of whom participate in trade associations.

The following types of commercial trade association activities and residential trade shows may be applicable under this program:

- * Sponsorship and advertisement of trade association activities.
- * Provision of exhibit space at trade shows.
- 1. Sponsorship of Trade Association Activities

Duke may sponsor commercial trade association activities such as conventions, trade shows and entertainment functions through contribution of cash or products directly to the trade associations for such pre-approved events. Duke may also sponsor meals and entertainment for trade allies or may provide advertising of trade association activities.

 - * Duke reserves the right to select which trade association activities it will sponsor based on the relative potential of the activities to promote and increase awareness of electric products and services in new and existing commercial markets and on budget constraints. Participation in certain events may be limited to Duke's commercial trade allies.
 - * Sponsorship may include funding or co-funding of trade association activities and provision of products for use in trade association activities. Duke may also provide advertisement directly or through payment for advertising for trade association activities.
 - * Duke's total cost for all event activities (including Duke's cost of products it provides and advertising costs) shall not exceed \$5,000 in direct payment, products or services per event.
- 2. Provision of Exhibit Space at Trade Shows Sponsored by Trade Associations or Others

Duke may subsidize the cost of exhibit space for trade allies at commercial trade shows sponsored by trade associations or by groups other than trade associations.

 - * All participants must have approval in advance. Commercial trade allies who wish to participate in the program must apply to Duke. Duke will notify applicants in writing stating funding available to applicant for exhibit space. Application should include name of trade show, size and cost of exhibit space, description of planned exhibit and contact name.
 - * Participants must promote electric products or services in the booth. Participants may be required to display Duke's logo or to display specific equipment.
 - * Participant shall submit an invoice to Duke showing cost of exhibit space in order to obtain payment from Duke.
 - * Duke may fund up to one-half the exhibit space cost. However, Duke's cost shall not exceed \$1,000 in direct payment, products, and services per booth.

B. DESIGN, OPERATIONAL AND EDUCATIONAL ASSISTANCE

The purpose of design assistance activities is to increase trade ally and customer awareness and confidence in electric technologies.

The following types of activities may be applicable under this program:

- * Sponsorship of trade allies to attend conventions and training.
- * Provision of design, operational and educational assistance for individual customers or trade allies.
- 1. Sponsorship for Attendance at Conventions and Conferences

Duke provides funding for commercial customers and trade allies to attend conferences, conventions and training to create awareness of and build confidence in electric technologies. An example is a conference on geothermal applications.

 - * Participants are selected based on need, interest and potential to apply technology.
 - * Funding typically includes lodging, meals, and cost of conference. Participant is typically responsible for transportation and other costs as identified by Duke.

B. DESIGN, OPERATIONAL AND EDUCATIONAL ASSISTANCE (continued)

- * Duke's total cost for all activities shall not exceed \$2,500 in direct payment, products, and services per participant.
- 2. Design, Operational and Educational Assistance for Individual Customers or Trade Allies
 - Duke provides design, operational and educational assistance to customers or trade allies in the form of Duke personnel or consultants to facilitate inclusion of electric technologies in commercial facilities.
 - * Duke provides design, operational and educational assistance to customers (or trade allies working with customers) **who are facing an energy decision. Participants will be selected based on potential impact of the energy decision.** The assistance is provided directly to the customer or to the trade ally.
 - * Duke's total cost of funding shall not exceed \$8,500 in direct payment, products, and services per project.
 - * Assistance may include energy simulations comparing technology costs; design review or **assistance by technology** or application experts; and provision of information, specifications, or operational assistance for technologies.
- * For the purposes of this program, commercial customers are defined as nonresidential, non-industrial customers.

REMOTE METER READING AND USAGE DATA SERVICE

AVAILABILITY

Remote meter reading and usage data are available for establishments receiving three-phase service on a Duke Power retail rate schedule. This service is available for purposes including, but not limited to summary billing, customer selected meter reading dates, inaccessible meters, and customer requested usage data. This service requires usage of a suitable, dedicated communication (telephone) line which must be supplied by the Customer.

RATE

- A. Remote Meter Reading \$25.00 per meter per month

The Company will provide a metering device that will allow remote meter reading. When used for billing purposes, such meters will be read each month at intervals of approximately thirty (30) days.

- B. Customer Direct Access to Usage Data \$85.00 per software package per month

The Company will provide and maintain "read only" software that will allow the Customer to retrieve meter readings and obtain load profile data, from one or more remotely read meters via customer-owned computer. This charge is in addition to the monthly remote metering charges in A above.

- C. Duke Provided Usage Data \$25.00 per meter per month

The Company will provide a text and graphic report of the customer's historical load profile each calendar month. This charge is in addition to the monthly remote metering charges in A above.

EXPLANATORY NOTES

- (1) Charges in A will not apply when the Company, at its own option, has determined that remote metering facilities are necessary for the Company's own use.
- (2) The Company may, at its option, offer the services under A, B or C above on a trial basis for up to 60 days, at no charge.
- (3) Charges in B will not apply for customers served under the Company's Hourly Pricing Schedule.

PAYMENT

Bills for this service are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 and ½ %) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT

The original term of this contract shall be three (3) years, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least thirty (30) days previous notice of such termination in writing. However, the original term of this contract shall be one (1) year when the Company has determined that remote metering facilities are necessary for the Company's own use, and the Customer contracts under service option C only. In the event of early termination of a contract containing remote meter reading and usage data provisions, the Customer will be required to pay the Company for the costs due to such early cancellation.

South Carolina First* Revised Leaf No. 320
Superseding South Carolina Original Leaf No. 320
Effective September 6, 2001
PSCSC Docket No. 95-1207-E

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

FIXED PAYMENT PROGRAM (SC)

AVAILABILITY (South Carolina only)

Available on a voluntary basis, at the option of the Company, to residential customers in residences, served on Rate Schedule RS or RE, who have resided at the residence and have kilowatt-hour (kWh) usage history for twenty-four (24) consecutive months and who have a satisfactory payment record. The Company reserves the right to offer this program to customers with a minimum of twelve (12) months' usage history. This program is not available for customers receiving concurrent service on Schedule WC, or to customers who have been served on Schedule WC during the most recent 24 months.

PROGRAM PROVISIONS

Under this program, the Company will estimate the monthly kWh usage for the ensuing 12 month period based on the Customer's previous historical metered usage, adjusted to reflect normal weather and for expected changes in usage. The Customer's expected usage for each month will be calculated on the Customer's applicable rate schedule. The resulting sum of the expected monthly bills, plus a 4.1% risk fee, will be divided by 12, and a \$1.00 per month administrative fee will be added to determine the Fixed Payment to be paid by the Customer each month in lieu of charges for the actual kilowatt-hours used calculated on the Customer's applicable rate schedule.

If the Customer is not currently a Customer on the Fixed Payment Program, the Company shall provide to the Customer the calculation of the Fixed Payment Billing amount for the Program Year and the minimum, maximum and average monthly charges the Customer has paid in the previous 24 months. If the Customer currently is a Customer on the Fixed Payment Program, the Company shall provide to the Customer the current and new Fixed Payment amounts and the minimum, maximum and average monthly charges the Customer would have paid in the previous 24 months in the absence of the Customer's participation on the Fixed Payment Program. The Fixed Payment amount will not include usage or charges for additional services including but not limited to load control, outdoor lighting, or other separately metered services. Service under this program requires that the Customer enroll prior to the beginning of a specified "Program Year" as determined by the Company.

PAYMENT

The monthly bill rendered under this program is due and payable in accordance with the applicable Residential Rate Schedules and Service Regulations of the Company. The charges associated with additional services (such as load control and outdoor lighting) will be determined in accordance with the applicable rate schedules for such service.

CONTRACT PERIOD

Service under this program shall commence with the first billing period of a designated "Program Year," each year for a minimum one-year term, renewable annually, at the option of both parties. Each year prior to the anniversary of the original contract, the Company shall review the Customer's account, and prepare a new Fixed Payment amount for the following contract year. The new Fixed Payment amount for the next year and the information described above shall be provided to the customer at least 30 days prior to the end of the then current Program Year. A new Fixed Payment contract and amount will commence each successive Program Year unless terminated by the Customer or the Company.

The Customer may terminate the contract at the end of any Program Year at no charge. The Customer may terminate at any time during a Program Year with written notice to the Company to be effective the next billing cycle. In addition, the Company reserves the right to terminate the Customer's service under this program if the Customer's actual kWh usage in each of three consecutive months exceeds the estimated usage by 30% or more, or for any other violation of this program.

If a Customer requests to be removed from the program during the Program Year and continue service on a standard tariff at the same location, or if the Company removes a customer for excessive usage or other violation of the program, the Customer will be charged a \$30.00 termination fee. If a customer ceases to receive service at the same location, no termination fee will be charged.

South Carolina First Revised Leaf No. 322

Effective June 16, 2006

PSCSC Docket No. 2002-153-E

Order No. 2006-378

*Revised to reflect name change only

PSCSC Docket No. 2005-210-E, Order No. 2005-691

ON-SITE GENERATION SERVICE PROGRAM (SC)
PilotAVAILABILITY (South Carolina only)

The program is available, at the Company's option, to non-residential customers receiving concurrent service on Schedules G, GA, I, OPT, PG or HP-X.

PROGRAM

Under the terms of this program, the Company will own, install, operate and maintain an on-site generator designed to provide a supply of electricity to the Customer's facility in the event that the normal supply of electricity is interrupted. In addition, the Company reserves the right to operate the generator at times when the supply of electricity has not been interrupted to the Customer's facility and thereby provides a source of capacity to the utility system. The minimum size generator provided under this program will have a nameplate rating of 300 KW. The generator and associated equipment will be located on the Customer's premises at a mutually agreed upon location. The Customer will be billed for all usage registered on the Company's billing meter under the applicable rate schedule.

RATE

The monthly rate for this service will be determined as follows:

Monthly Services Payment = Levelized Capital Cost + Expenses

Where:

Levelized Capital Cost is equal to the present value of all estimated capital related cash flows for a period corresponding to the time of engineering, design and installation of equipment through the term of the contract, adjusted to a pre-tax amount and converted to a uniform monthly payment for the term of the contract. The estimated capital cash flows shall include installed cost of equipment, contingency allowances, property taxes, salvage value, adjustment to reflect additional supporting investment of general plant nature, and income tax impacts.

Expenses shall equal the present value of estimated expenses associated with the support and maintenance of the generation and equipment, adjusted to a pre-tax amount and converted to a uniform monthly payment for the term of the contract. The estimated expenses shall include administrative and general expenses, expenses for labor and materials related to operations and maintenance, third party expenses for operations and maintenance, warranties, insurance, annual costs associated with working capital, fuel inventory, other costs related to the operation and support of the generator installation, and income tax impacts.

The after-tax cost of capital from the Company's most recent general rate case will be used to convert present values to uniform monthly payments.

PAYMENT

Bills for service under this program are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. All bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 ½%) late payment charge. This late payment charge shall be rendered on the following month's bill and it shall become a part of and due and payable with the bill on which it is rendered.

CONTRACT PERIOD

As provided in the On-Site Generation Service Agreement (Agreement), each customer shall enter into a contract for On-Site Generation Service from the Company for an original term of ten (10) years, or other term at the Company's option, and thereafter from year to year upon the condition that either party may terminate the contract at the end of the original term by giving at least ninety (90) days previous notice of such termination in writing. In the event of early termination of an Agreement under this program, the Customer may be required to pay the Company a termination fee as set forth in the Agreement.

South Carolina First Leaf No. 350
Effective for bills on and after April 28, 2006
PSCSC Docket No. 2006-91-E
Order No. 2006-273

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

INTERIM TRUE-UP OF DEFERRAL ACCOUNTS RIDER (SC)

APPLICABILITY (South Carolina Only)

All service supplied under the Company's rate schedules is subject to a credit (decrement) to the Rate set forth in the approved rate schedules. The adjustment is made pursuant to the orders of the Public Service Commission of South Carolina in Docket Nos. 85-78-E, 86-188-E, and 91-216-E to reflect an interim true-up of deferral accounts.

Effective for bills rendered on and after June 1, 1996, the rate schedules reflect a credit of 0.4319 cents per kWh which includes revenue-related taxes.

South Carolina Original* Leaf No. 86
Effective for bills rendered on and after June 1, 1996
PSCSC Docket Nos. 85-78-E, 86-188-E and 91-216-E
Order dated May 10, 1996

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

General Service
FIXED PAYMENT PLAN PROGRAM
PilotAVAILABILITY (South Carolina only)

Available on a voluntary basis, at the option of the Company, to up to 1200 general service customers, who would otherwise be served on Rate Schedules G or GA, who have been at the same location and have kilowatt-hour (kWh) usage history for the past twelve (12) consecutive months. The customer must also have a minimum daily usage of 5 kWh, a maximum demand of not more than 28 KW, and have a satisfactory payment record.

PROGRAM PROVISIONS

Under this program, the Company will estimate the monthly kWh usage for the ensuing 12 month period based on the Customer's previous historical metered usage, adjusted to reflect normal weather and for expected changes in usage. The Customer's expected usage for each month will be calculated on the Customer's applicable rate schedule. The resulting sum of the expected monthly bills, plus a 4.4 % risk fee, will be divided by 12, and a \$1.00 per month administrative fee will be added to determine the Fixed Payment amount to be paid by the Customer each month in lieu of charges for the actual kilowatt-hours used calculated on the Customer's applicable rate schedule. Pursuant to Duke Power Service Regulations, bills rendered for periods of less than 25 or more than 35 days will be prorated on the basis of a normal 30-day billing period.

If the Customer is not currently a Customer on the Fixed Payment Plan, the Company shall provide to the Customer the calculation of the Fixed Payment amount for the Program Year and the minimum, maximum and average monthly charges the Customer has paid in the previous 12 months. If the Customer currently is a Customer on the Fixed Payment Plan Program, the Company shall provide to the Customer the current and new Fixed Payment amounts and the minimum, maximum and average monthly charges the Customer would have paid in the previous 12 months in the absence of the Customer's participation on the Fixed Payment Plan Program. The Fixed Payment amount will not include usage or charges for additional services including but not limited to outdoor lighting or other separately metered services. Service under this program requires that the Customer enroll prior to the beginning of a specified "Program Year" as determined by the Company.

PAYMENT

The monthly bill rendered under this program is due and payable in accordance with the applicable Rate Schedule and Service Regulations of the Company. The charges associated with additional services (such as outdoor lighting) will be determined in accordance with the applicable rate schedules for such service.

CONTRACT PERIOD

Service under this program shall commence with the first billing period of a designated "Program Year," each year for a minimum one-year term, renewable annually, at the option of both parties. Each year prior to the anniversary of the original contract, the Company shall review the Customer's account, and prepare a new Fixed Payment amount for the following contract year. The new Fixed Payment Plan amount for the next year and the information described above shall be provided to the customer at least 30 days prior to the end of the then current Program Year. A new Fixed Payment contract and amount will commence each successive Program Year unless terminated by the Customer or the Company.

If during the Program Year the Customer's demand exceeds 28KW in a billing period the Company will terminate the Customer's service under this program and the Customer will be billed under a standard service tariff for that billing period.

The Customer may terminate the contract at the end of any Program Year at no charge. The Customer may terminate at any time during a Program Year with written notice to the Company to be effective the next billing cycle. In addition, the Company reserves the right to terminate the Customer's service under this program if the Customer's actual kWh usage in each of three consecutive months exceeds the estimated usage by 30% or more, or no longer meets the qualifications of this rate schedule, or for any other violation of this program.

If a Customer requests to be removed from the program during the Program Year and continue service on a standard rate schedule at the same location, or if the Company removes a customer for excessive usage or other violation of the program, the Customer will be charged a \$30.00 termination fee. If a customer ceases to receive service at the same location, or is removed because Customer demand has exceeded 28KW in a billing period, no termination fee will be charged.

South Carolina First* Revised Leaf No. 323
Effective for bills on and after August 31, 2005
PSCSC Docket No. 2003-346-E
Order No. 2005-460

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

DUKE ENERGY CAROLINAS, LLC

UNDERGROUND DISTRIBUTION INSTALLATION PLAN

AVAILABILITY

Normally, the Company's distribution and service facilities are installed above-ground on poles, towers, or other fixtures. At the request of an owner (including builders, developers, contractors and customers), the Company will install, own and maintain underground facilities under the terms and conditions of this Plan.

At the determination of the Company, in those areas where it is physically or economically infeasible, or impractical, to place facilities above-ground due to structural or geographical congestion or load density, the Company may place its facilities underground at its own option and expense.

DEFINITIONS

The term **"overhead facilities"** as used in this Plan, means an electrical distribution system having all components installed above ground level.

The term **"underground facilities"** as used in this Plan, means an electrical distribution system having some, or all, components installed below ground level.

A **"bulk feeder"** is a conductor system transporting the total electrical requirements of a large area from a substation or other supply point into such an area, which may consist of several residential developments and other loads. A **"subfeeder"** is a conductor system branching off of the bulk feeder to supply the requirements of a certain portion of the area. The subfeeder may terminate in a given development, but the bulk feeder may, or may not, pass through the development to serve adjacent areas.

A **"primary voltage loop system"** of conductors provides multiple supply routes to more than one transformer serving the load requirements. A **"primary voltage radial extension"** of underground facilities consists of a single supply route to a single transformer serving the load requirements.

"Secondary facilities" consist of equipment necessary to provide secondary voltage from the Company's transformer to the owner's delivery point. **"Primary facilities"** consist of equipment, including transformation, to supply primary voltage into the owner's property or development.

"Cost difference" is the amount by which the estimated cost of underground facilities exceeds the estimated cost of comparable overhead facilities, but not less than zero.

"Loss due to early retirement" is the original cost of the facilities involved, less accrued depreciation, less salvage, plus the cost of removal.

SERVICE CATEGORIES

I. RESIDENTIAL SERVICE

At the request of an owner, the Company will install, own and maintain underground facilities for service to single residences, apartments, condominiums, and manufactured homes following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

A. Permanent Residences

Residences which are to be permanent customer locations on a residential rate schedule of the Company will be served from underground facilities as shown below.

- | | |
|--|---|
| (1) New Service Installations Located in New Developments | |
| Service to new residences on lots averaging an acre | No Charge |
| (43,560 sq. ft.), or less | |
| Service to new residences on lots averaging more | No charge except for cost difference of new primary |
| than one acre | facilities exceeding 300 feet per lot. |
| (2) New Service Installations Not Located in New Developments | |
| Service to new residences requiring new underground secondary | No Charge |
| voltage facilities from an above-ground distribution line on, or | |
| adjacent to, the lot on which the residence is located | |
| Service to new residences requiring new underground primary | No charge except for cost difference of new primary |
| and secondary voltage facilities | facilities exceeding 300 feet. |

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- | | |
|---|--|
| (3) New Three-Phase Service Installation | |
| Three-phase service to new single-residence structures, where this type of service is available | No charge except for cost difference of new primary Facilities exceeding 300 feet. |
| Three-phase service to new multi-residence structures, where this type of service is available | No Charge |

B. Other Residences

Residences which are in service categories not described above, will be served from underground facilities installed, owned, and maintained by the Company under an agreement with the owner providing for payment to the Company of the charges, if any, equal to the cost difference.

II.

NON-RESIDENTIAL SERVICE

At the request of an owner, the Company will install, own and maintain underground facilities to new general service and industrial service installations following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

- | | |
|---|--|
| (1) New Service Installations Requiring Only Secondary Voltage Facilities | No Charge |
| (2) New Service Installations Requiring Primary Voltage Loop System Facilities | No Charge |
| (3) New Service Installations Requiring Primary Voltage Radial Extension Facilities | No charge except for cost difference of single-phase primary facilities exceeding 300 feet, or three-phase primary facilities exceeding 500 feet. For three-phase primary facilities exceeding 500 feet, additional underground footage will be provided at no charge when installation of underground facilities is less than comparable overhead facilities. |
| (4) New Bulk Feeder and Subfeeders | Cost difference of such primary facilities |

CONVERSION TO UNDERGROUND

The Company will replace an existing overhead distribution system with an underground system in an existing residential development or other area under the following terms and conditions:

1. The Company shall place facilities underground by an agreement with the requesting persons which provides for payment of a nonrefundable, contribution-in-aid-of-construction as follows:
 - a. When the existing overhead distribution system is not adequate to supply the customer's load due to added electrical load, the contribution in aid of construction shall be equal to the cost difference between comparable overhead and underground facilities.
 - b. When the existing overhead distribution system is adequate to supply the customer's load, the contribution in aid of construction shall be equal to the cost of comparable underground facilities, less any salvage value of the overhead system.
2. Preliminary engineering studies are necessary to determine the approximate costs of replacing overhead with underground facilities. Persons requesting replacement of such facilities shall pay, prior to commencement of such studies by the Company, a good faith, nonrefundable deposit in an amount of \$100 for each 600 feet of front lot lines for residential development studies, and, for studies of all other service areas, the estimated cost of the preliminary engineering study. If the replacement is undertaken following completion of such studies, actual costs, including preliminary engineering studies, will be charged and credit will be given for the estimated costs, or deposit, which was advanced.
3. The Company need not replace existing overhead systems with underground facilities, except individual services from pole to residence, unless at least one block or 600 feet of front lot line is involved, whichever is less.
4. All customers served directly from the specific section of line or in the area to be replaced with underground facilities shall agree to the conditions outlined for replacement of overhead facilities.
5. Owners shall arrange the wiring of their structures to receive underground service at meter locations which allow unimpeded installation of the underground service facilities.

ESTIMATES

Estimates of the cost of the underground and overhead facilities for the purpose of determining the amount of the contribution-in-aid-of-construction will be in accord with the Company's current construction design practices and shall be based upon the equivalent conductor and transformer capacity required for the electrical load specified by the owner.

GENERAL PROVISIONS

1. Facilities associated with an underground distribution system, other than the conductors, may be installed above or below ground level as determined solely by the Company in accord with the current construction design practices of the Company.
2. The Company will normally not provide underground service at secondary voltages above 480 volts.
3. The Company will provide service to a single transformer using a loop system design at the request of the owner who desires to have a loop system installed and makes a payment equal to the estimated cost of the additional facilities in excess of the radical extension facilities.
4. Existing overhead distribution bulk feeders will remain installed overhead unless the owner desires to have them installed underground. New bulk feeders necessary to serve a new underground residential subdivision will be installed overhead unless the owner desires to have them installed underground, and makes a contribution-in-aid-of-construction equal to the estimated cost difference between underground and overhead facilities. If it is necessary to extend a distribution bulk feeder through an existing underground residential development, it will be installed underground at Company expense.
5. New subfeeders necessary to serve a new underground subdivision or development will be installed underground inside such areas at no charge. New subfeeders outside such areas normally will be installed overhead, unless the owner desires to have them installed underground and makes a payment equal to the estimated cost difference.
6. Developments shall be divided into established and defined lots. For purposes of determining service categories, the average size of lots shall be expressed in square feet.
7. Prior to the installation of the underground distribution system by the Company, the final grade levels of the building sites shall be established by the owner. The building construction program shall be coordinated with the installation of underground electrical facilities to permit unimpeded access of the Company's equipment to the installation sites; to allow installation of underground facilities at proper depth and before streets, curbs or other obstructions are installed; and to eliminate dig-ins to the underground electrical facilities after installation. Should streets, curbs or other obstructions be present prior to installation of underground facilities, resulting in additional expense to the Company, payment for these additional expenses shall be made to the Company by the owner. Should established lots or final grade levels change after installation of underground electrical facilities has begun, or if installation of electrical facilities is required by the owner before final grades are established, and either of these conditions results in additional expenses to the Company, payment for these additional expenses shall be made to the Company by the owner.
8. Should existing sidewalks, septic tank systems, fuel tanks, other utility line, or other man-made obstructions result in additional expenses to the Company, payment for same will be made by the owner.
9. Actual costs brought about in connection with the compliance of special requirements, if any, of municipalities, State and Federal highway agencies or departments regarding the breaking of pavement, ditching backfilling, and other related conditions, will be paid by the owner.
10. The Company will make, or adjust, charges to the owner to collect the actual additional costs to the Company due to adverse conditions, such as: the composition of the land where the underground facilities are to be installed is such that standard construction equipment cannot be used to complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structures; or, dynamite is required; or, if abrupt changes in final grade levels exceed a slope ratio of 1 when measured within three feet of the trench.
11. The Company's agreement to provide underground service is dependent upon the securing of all necessary rights, easements, rights-of-way, privileges, franchises or permits for the installation of such service from those requesting the underground facilities. The Company shall exercise care in the utilization of its underground equipment during construction, but the ultimate responsibility for the protection of shrubs, trees, and grass sod will be with the owner. Shrubs, trees, or any other obstacle shall not be placed within ten feet of transformer or cabinet openings which would hinder the access of the Company at any time.
12. Temporary service will not be available in the area served from underground facilities until the underground system is in place unless the owner elects to pay the "in and out" costs of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be provided for no charge only at a transformer or pedestal location.

(Underground Distribution Installation Plan (NC & SC) Continued)

13. Underground conductors to provide service to Company-owned outdoor lighting will be furnished under the applicable rate schedule on file with and approved by the Commission.
14. The Company will provide and coordinate underground service facilities with other requested facilities which are supplied under the Extra Facilities provision of the Company's Service Regulations.

Effective December 21, 1994
NCUC Docket No. E-7, Sub 552

Effective January 1, 1995
SCPSC Docket No. 94-765-E
Order No. 94-1306

Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

Foreward

The Service Regulations of the Company are filed with the Commission having jurisdiction over public utilities. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

Definitions

Duke Power Company is referred to herein as the "Company" and the user and prospective user is referred to as the "Customer" or "Consumer," these terms to be considered as synonymous. The Public Service Commission of South Carolina is referred to as the "Commission."

I.

Agreement

Electric service will be supplied under (a) the Company's standard form of application, service agreement, or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, unless otherwise specified in any particular rate schedule or contract on file with and approved by the Commission. The Company shall not be required to supply service unless and until such agreement is executed by the Customer and the Company. It is understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Company unless it is in writing and attached to and made a part of the agreement. However, when the requested supply of electricity is for residential use, or for nonresidential use under contracts of one hundred twenty-five kilowatts (125 KW) or less, and no additional charges are involved, the Customer's application or agreement may be verbal. When the application or agreement is verbal, the Company's applicable rate schedules, riders, and these Service Regulations will be effective in the same manner as if the Company's standard form of application or agreement had been signed by the Customer and accepted by the Company. A verbal service agreement shall be presumed when there is no written application by a Customer, if electricity supplied by the Company is used by the Customer or on the Customer's premises.

Cancellation of Agreement for Nonresidential Service at Customer's Request

Unless otherwise provided in the rate schedule and/or rider(s) under which the Customer is served, if the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.

or

- (b) The loss due to early retirement ("LDER") of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement that will not be utilized by any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero.

Effective April 28, 2006
PSCSC Docket No. 2006-91-E, Order No. 2006-273

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

Agreement Personal

The rights of the Customer under the agreement are personal and shall not be transferred or assigned by the Customer without the written consent of the Company.

Service Used In Advance

If service is used by the Customer before the application or agreement is completed, the service shall be governed by these regulations and the appropriate rate schedule. The Company may discontinue service at any time upon failure or refusal of the Customer to complete the application or agreement and pay in full the amount due for service to that date.

Vacated Premises

The Customer will notify the Company before quitting or vacating the premises served under the agreement, and will pay upon presentation, all bills due, including any early termination charges, under all agreements.

II.

Deposit

Since an accumulation of unpaid bills would tend toward higher rates for all customers, the Company may require a deposit before beginning service or at any later time. The amount of the deposit and the interest paid on deposits will be in accordance with the Rules and Regulations of the Commission. The Company may require an increase or allow a decrease in the deposit if changes occur in the amount of bills rendered to the Customer. The Company may refund a deposit at any time. When service is discontinued, the Company will refund the deposit plus any accumulated interest, less any unpaid bills. Deposits shall cease to bear interest when service is discontinued and the Company has tendered or endeavored to tender to the Customer the amount due him.

Effective April 28, 2006
PSCSC Docket No. 2006-91-E, Order No. 2006-273

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

III.

Customer's Wiring and Equipment

Equipment which will operate in one location may not operate in another location due to difference in voltage, phase, or frequency of electric service. The Customer shall give the Company notice and shall determine type of service available at the premises before wiring or purchasing equipment. The Company may specify the voltage and type of electric service to be furnished, and may also specify the location of the meter and the point where the service connection shall be made.

All the Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise, the Company may refuse to connect service or may discontinue service to the Customer. The Customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Company.

Changes in Customer's Wiring and Equipment

The Customer shall not use any equipment, appliance or device, or permit the continuation of any condition which tends to create any hazard or otherwise adversely affect the Company's service to the Customer or other customers, without written consent of the Company. When polyphase service is used by any customer, the Customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The Customer shall give the Company reasonable notice in writing of any anticipated increase in demand exceeding 20 KW or ten percent (10%) of the former demand, whichever is greater. The notice shall state the approximate increase and date required. If the Company determines the unexpired term of the agreement is sufficient to justify the additional investment required, the Company will endeavor to provide additional capacity for any increase requested by the Customer within ninety (90) days of said notice.

The Company will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when the extension is permissible and feasible.

IV.

Access to Customer's Premises

The Company shall at all reasonable times have the right of ingress to and egress from the premises of the Customer for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

V.

Right Of Way

The Customer shall at all times furnish the Company a satisfactory and lawful right of way over his premises for the Company's lines and apparatus necessary or incidental to the furnishing of service. The Customer shall also furnish satisfactory shelter for meters and other apparatus of the Company installed on the premises, except where the Company elects to install such equipment outdoors.

The Company may change the location of the right of way upon request of the Customer, and may require the Customer to pay the cost of the change. The change will not be made where it will interfere with or jeopardize the Company's service, either to the Customer requesting the change, or to any other customer or customers. All privileges of the Company related to the original location shall apply to the new location.

The obligation of the Company to supply service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, and the Company shall not be liable to the Customer for any failure to deliver service because of the Company's inability to secure or retain such right-of-way, privileges, franchises, or permits.

Effective for service on and after November 18, 1991
PSCSC Docket No. 91-216-E, Order No. 91-1022

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

VI.

Transmission, Distribution, and Service Facilities

The Company's transmission, distribution, and service facilities will be installed above ground on poles towers, or other fixtures; however, underground facilities will be provided when requested in accordance with the Company's Underground Distribution Installation Plan, as approved by the Commission.

The Company will require a contribution in aid of construction when it is requested to provide facilities which it deems economically infeasible.

Service connections will be made as follows:

1. Where both the Company's lines and the Customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less:

The Company will extend its service conductors to the Customer's building, terminating them on the outside of the building at a location to be provided by the Customer and satisfactory to the Company for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Company.

The Customer will provide, install and own all self-contained meter sockets and current transformer enclosures, or the Customer may choose to provide and own a meter/switch enclosure (more commonly known as a housepower panel). The Company will utilize and provide service through the Customer's meter/switch enclosure. The Company shall have exclusive control of and access to the metering installation under the following conditions:

- a. The meter/switch enclosure shall be in accordance with the Company's specifications.
- b. The wiring and connections are approved by the Company.
- c. The Customer agrees to allow the Company to open and inspect the meter/switch enclosure meter enclosure at any time.
- d. The Customer agrees to notify the Company and obtain permission before altering or performing maintenance inside the metering section of the meter/switch enclosure.

The Company will provide, own and install all poly-phase transformer-rated meter sockets.

For residential customers, the Company will provide, own and install all service risers and service laterals and will connect such risers and laterals to the line side terminals of the meter socket enclosure.

The Company will make the necessary connections from its service conductors to the Customers' entrance conductors.

2. Where both the Company's lines and the Customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the Customer's demand or any unusual character of the Customer's location requires the service agreement between the Company and the Customer to be made on one of the Company's long-form Electric Power Contracts, the Company will make the necessary connections from its service conductors to the Customer's entrance conductors as in Section 1 above if applicable, or as in Section 3 below if applicable. If neither Section 1 nor Section 3 is applicable, the connection shall be at a point to be agreed upon by the Company and the Customer.
3. When, in the Company's opinion, an individual transformer installation is necessary to serve the Customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Company may require the Customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation. If the Customer is unable to provide outdoor space for a ground-type transformer installation, then the Company may require the Customer to provide a transformer vault on his premises.
 - a. When the Customer provides space for a ground-type, substation installation using overhead conductors, the Company will also erect a structure outside of, and immediately adjacent to, the fence surrounding such transformer installation for purposes of connecting to the Customer's entrance conductors. The Company may require the Customer to provide at the connection point, main disconnecting switches which shall control all of the Customer's load other than the fire pump circuit, if any. In the event the substation space agreed upon is adjacent to one or more of the Customer's building walls, the Company will connect to the Customer's entrance conductors on an outside wall of the building.

- b. When the customer provides space for a ground-type, padmounted transformer installation using underground conductors, the Company will provide and install the transformer. The Customer will provide and install, to the Company's specifications, the concrete pad for the transformer installation. The point of connection with the Customer's entrance conductors will be at the secondary voltage terminals of the Company's transformer.
 - c. When the Customer provides a transformer vault, the vault shall be constructed in accordance with the Company's specifications, and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances. The location of the vault shall meet the Company's requirements for accessibility and ventilation. The Company will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable and secondary cable to the point of connection with the Customer's entrance conductors. The point of connection shall be 12 inches inside one of the walls of the vault. The Company will coordinate the transformer vault installation with its Underground Distribution Installation Plan for the installation of the primary cable from the Customer's vault to the Company's existing distribution facilities.
4. With respect to any service, after a service connection has been made it may be changed by the Company upon request of the Customer, but the Customer must pay the cost of the change. The change will not be made where it will interfere with or jeopardize the Company's service either to the Customer desiring the change or to any other customer or customers.

Ownership of Equipment

All conductors and conduits, inside work and equipment, switches, fuses, and circuit breakers, from the point of connection with the Company's service shall be installed and maintained by and at the expense of the Customer. All equipment furnished by the Company shall be and remain the property of the Company.

VII.

Meters

The Company will furnish all necessary meters. When a delivery point is changed from one location to another, all expenses in connection with relocation of the meter shall be paid by the Customer. The Company shall have the right, at its option, and at its own expense, to place demand meters, volt meters or other instruments on the premises of the Customer for the purpose of making tests with respect to the Customer's service.

Location of Meter

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the Customer's structure at a place which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

Where it is not practicable, in the Company's opinion, to locate the meter and any associated apparatus out-of-doors, the Customer shall provide a suitable indoor location which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

Failure or Inaccuracy of Meter

In case of the failure or inaccuracy of a meter, the Customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

Meter Tests

The Company will test the meter serving the Customer's premises under the provisions provided for in the Rules and Regulations of the Public Service Commission of South Carolina. When the Customer requests a meter test on a more frequent basis than that provided for in the Commission's rules, for each such additional test, a charge will be made to the Customer of \$30 for self-contained meters, and \$40 for all other meters.

South Carolina Second Revised Leaf D
Effective for service on and after December 11, 1996
PSCSC Docket No. 96-362-E, Order No. 96-855

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

VIII.

Bills Due Where No Notice Received

Meters will be read and bills rendered monthly. The Company will endeavor to deliver to the Customer, by mail or messenger, a monthly statement of the amount due the Company by the Customer.

All bills are due and payable on the date of the bill, during regular business hours, at the office of the Company. Bills for residential service are past due and delinquent on the twenty-fifth day after the date of the bill. Bills for nonresidential service are past due and delinquent on the fifteenth (15th) day after the date of the bill.

Failure to receive a statement which has been properly mailed or hand-delivered will not entitle the Customer to any delay in paying the amount due beyond the date when the bill is due and payable.

The word "month" as used herein, and as used in the rate schedules of the Company means the period of time between the regular meter readings by the Company. Readings are taken each month at intervals of approximately thirty (30) days.

Bills rendered for periods of less than 25 or more than 35 days as a result of rerouting of the Customer's account, and all initial and final bills rendered on a Customer's account will be prorated on the basis of a normal 30-day billing period; however, if an initial and final bill occur within the same billing month, no such proration will be made.

Meters with a constant of one may be read to the nearest 10 kilowatt hours except in the case of initial or final bills. For purposes of establishing billing demand and minimum bills, the nearest whole KW shall be used.

Where Meter Is Not Read

If, for any reason, a meter is not read at the regular reading time, the Company may estimate the amount of service used, and make any adjustment which may be necessary in the bill rendered when the meter is next read. Or, the Company may render the Customer a bill for a minimum charge, and credit the Customer for this charge when the meter is read and bills computed for thirty (30) day intervals.

Offsets Against Bills

No claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Adjustment of Billing Errors

In case of a billing error, the Customer's bill, for the appropriate portion of the period of such billing error, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

IX.

Responsibility Beyond Delivery Point

It is understood and agreed that the Company is merely a furnisher of electricity, deliverable at the point where it passes from the Company's wires to the service wires of the Customer, or through a divisional switch separating the Customer's wires and equipment from the Company's wires and equipment. The Company shall not be responsible for any damage or injury to the buildings, motors, apparatus, or other property of the Customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Company. The Company shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing or resulting in any manner, from the receiving or use of said electricity.

Interference With Company Property

The Customer shall not interfere with, or alter the Company's meters, seals, or other property, or permit the same to be done by others than the Company's authorized agent or employee. Damage caused or permitted by the Customer to said property shall be paid for by the Customer. When unauthorized use of electric service is discovered, the Company may discontinue service and the Customer shall be required to pay for the estimated unauthorized usage, the costs of inspection, investigation, and reconnection before service is restored.

Effective for service on and after October 1, 1996
Approved September 3, 1996

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

X.

Resale Service

This contract is made and electricity is sold and delivered upon the express condition that the Customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, to any person, firm or corporation, except where service is supplied under a contract specifically providing for resale.

Under no circumstances will the Company supply electricity for resale in competition with the Company.

Foreign Electricity

The Customer shall not use the Company's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the Customer for use in conjunction with or as a supplement to the Company's electric service, without the written consent of the Company.

XI.

Service Interruptions

The Company does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Company shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, single-phase condition, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

1. An emergency action due to an adverse condition or disturbance on the system of the Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
2. An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, Municipal, County or other public authority.
3. Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to Customers' premises would endanger persons or property.
4. It is expressly understood and agreed that the Company does not contract to furnish power for pumping water for extinguishing fires. In the event that the Consumer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the Consumer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire. It is expressly understood and agreed that the Company shall not, in any event, be liable to the Consumer, nor to any of the inhabitants of any municipal consumer nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to the act or omission of the Company or otherwise. It is the intention of the parties hereto that the Company shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by, or result from the failure of the Company to supply electric power to operate such or any pump or pumping apparatus or appliances.

Effective for service on and after December 11, 1996
PSCSC Docket No. 96-362-E, Order No. 96-855

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

XII.

Denial or Discontinuance of Service

The Company, subject to the rules of the Commission, shall have the right to suspend its service for repairs or other necessary work on its lines, or system. In addition, the Company shall have the right to deny, suspend, or discontinue its service as provided in the Rules and Regulations governing service supplied by electric systems in South Carolina.

Removal of Equipment

In the event discontinuance of service or expiration of contract, then it shall be lawful for the Company to remove its meters, apparatus, appliances, fixtures, or other property.

Waiver of Default

Any delay or omission on the part of the Company to exercise its right to discontinue or suspend service, or the acceptance of any part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the Customer shall continue, and whenever and as often as any default or breach of contract shall occur.

Reconnect Fee

In case of discontinuance of service for any reason except repairs or other necessary work by the Company, the Customer shall pay the Company a reconnect charge of \$15.00 before service will be restored.

Where the service has been discontinued for any reason except for repairs or other necessary work by the Company, the Company shall have the right to refuse service at the same premises to any other applicant who is a member of the family.

Effective for service on and after November 18, 1991
PSCSC Docket No. 91-216-E, Order No. 91-1002

*Revised to reflect name change only
PSCSC Docket No. 2005-210-E, Order No. 2005-691

XIII.

Unavoidable Cessation of Consumption

In the event the Customer's premises is destroyed by fire, natural disaster; or other casualty, or the operation of its plant is shut down because of strike, fire, natural disaster or, other cause beyond the Customer's control, making a complete cessation of service, then upon written notice by the Customer to the Company within thirty (30) days thereafter, advising that the Customer intends to resume service as soon as possible, any minimum charge, or guarantee for which the Customer may be liable will be waived during the period of such cessation, and the contract shall be extended for a corresponding period. Otherwise, the agreement for service shall immediately terminate. When service has ceased under the described conditions, the Company shall have the right to (1) waive the collection of a deposit to reestablish service, (2) waive temporary service charges for temporary facilities or for reestablishment of service when such charges do not exceed a reasonable amount, (3) waive the collection of area lighting charges due to early termination of contract, and (4) waive the collection of a reconnection fee.

XIV.

Copies

Forms of application, service agreement, or contract, schedules of rates, riders, and copies of service regulations are available at the various offices of the Company and will be furnished to the Customer on request.

XV.

Changes

All agreements and contracts for service between the Company and its customers, including the rate schedules and these Service Regulations, are subject to such changes and modifications from time to time as approved by the Commission or otherwise imposed by lawful authority.

XVI.

Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

1. Residential Service

The residential rate schedules are applicable to an individual residence, condominium, mobile home, or individually-metered apartment. The residential rate schedules shall be applicable to only one meter serving an individual residence.

The residential rate schedules are available for a single unit providing permanent and independent living facilities complete for living, sleeping, eating, cooking and sanitation. If the structure does not meet the requirements of a dwelling unit, service will be provided on one of the general service rate schedules.

Outbuildings, garages, swimming pools, water pumps, and other uses which form a part of the general living establishment on the same property with a residence may be connected to the residential service meter, or they may be separately metered; such separately metered services shall be served on one of the general service rate schedules.

Individual meters shall be installed by the Company for each individual residence, condominium, mobile home, housekeeping apartment, or housekeeping unit for which a permit was issued or construction started after January 23, 1981 in accordance with Commission's Rules and Regulations which prohibit master metering. Exceptions must be approved by the Commission.

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping units may not be supplied through one meter on a residential rate schedule except as provided below:

Block Billing Under Residential Rate Schedules

If, for any reason, the wiring is so arranged by the Customer that rewiring for individual meters is not feasible, but a single meter must be used for two or more residences or units, then for billing purposes through this single meter, the Basic Facilities Charge and each kwh block of the rate schedule shall be multiplied by the number of residence units served.

Effective for service on and after November 18, 1991
PSCSC Docket No. 91-216-E, Order No. 91-1002

*Revised to reflect name change only
PSCSC Docket No. 2005-240-E, Order No. 2005-6 91

2. Service to Mobile Home Parks, Recreational Parks, Portable Structures.

a. Mobile Home Parks

Each space designated for the parking of mobile homes will be served through a separate meter and billing will be in accordance with the applicable residential or general service rate schedule.

The Company will extend its conductors to groups of two or more spaces designated for the parking of mobile homes, and will provide and install at each delivery location a service structure on which its conductors are terminated and on which may be mounted the switch panels and wiring to accommodate a separate meter for each mobile home space. Otherwise, service connections will be the same as set forth in these Service Regulations VI, 1.

Energy used by the mobile home park in its office, service buildings, area lighting, water pumps, and other purposes connected with the operation of the park, including spaces designated for the overnight parking of mobile homes in transit or awaiting assignment to separately metered spaces available within the park, may be served through a single meter, and will be billed in accordance with the applicable general service rate schedule.

b. Recreational Parks and Campgrounds

Service to recreational parks and campgrounds may be supplied to each establishment at one delivery point, and energy used in its offices, service buildings, area lights, water pumps, individual service outlets at campsites, and other purposes connected with its operation, will be billed through one meter in accordance with the applicable general service rate schedule.

Where a portable structure (travel trailer, camper, motor home, etc.) occupies and remains at an individual campsite in a recreation park or campground under a lease arrangement for twelve (12) months or longer, the Company may, at its option, provide an individual delivery and meter the service to the structure on the individual campsite as provided for under 2. a. above. Energy used will be billed on a residential or general service rate schedule, whichever is applicable.

c. Locations other than Mobile Home Parks, Recreational Parks or Campgrounds

Service will be provided as set forth in these Service Regulations, XVI (15) Temporary Service, except that if the Customer presents satisfactory evidence of intent to remain at said location twelve (12) months or longer, service will be provided as for any structure having a permanent foundation. Energy used will be billed on a residential or general service rate schedule, whichever is applicable.

3. Residential Service to Group Facilities

Facilities designed to provide residential care or a group home in a residential structure for up to and including nine adults or children (excluding houseparent or caregiver) may be served on a residential rate schedule provided the facility is a single housekeeping unit and energy is used only by equipment which would normally be found in a residence. If the facility has a separate housekeeping unit for the caregiver, commercial cooking or laundry equipment, vending machines, or other equipment not normally found in a residence the facility will be served on a general service rate schedule.

4. Professional Offices or Business Activities in Residences

For residences involving some business, professional, or other gainful activity, a residential rate schedule will be permitted only where:

- a. the electric energy used in connection with such activity is less than 15% of the total energy use; and
- b. the electric energy is used only by equipment which would normally be used in a residence.

If both of the foregoing conditions cannot be met, the entire premises shall be classified as nonresidential and an appropriate nonresidential rate schedule shall be applied.

The Customer may, at his option, provide separate circuits so that the residential uses can be metered separately and billed under a residential schedule and the other uses under a general service schedule.

For residences in which a Day Nursery is operated, a residential rate schedule will be permitted provided:

- a. The operator and the operator's family, if any, live there.
- b. The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- c. There are no conspicuous business soliciting devices about the premises. If all of the foregoing conditions cannot be met, then the facility will be served on a general service rate schedule.

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5 Farm and Rural Service

The residential rate schedules are available for service through one meter to the Customer's personal farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial operations selling at retail, or for non-farming operations, or for the processing, preparing, or distributing of products not indigenous to that farm.

The residential farm service customer may, at his option, elect to take the entire service under one of the general service rate schedules, or he may provide separate circuits so that the residential dwelling unit, together with the usual farm uses outside the dwelling unit, can be metered and served under a residential rate schedule, and the other uses under a general service rate schedule.

6. General Service

General service rate schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall apply to the following:

- a. Customers engaging in retail trade or personal service directly with the public such as hotels, motels, boarding houses; ("Boarding House" is defined as an establishment making a business of providing rooms and/or meals to the public in much the same manner as hotels and restaurants; or which has a license for operating such an establishment. This does not include homes taking in a small number of roomers and/or boarders, where the home owner does not depend on the revenue therefrom as a principal source of income.)
- b. Hospitals, nursing homes, institutional care facilities;
- c. Office buildings, stores, shops, restaurants, service stations, and other commercial establishments;
- d. Schools, dormitories, churches, and other nonresidential customers, and other nonindustrial customers;
- e. Energy used in a multi-family residential structure (other than the individual housekeeping units), such as hall lighting, laundry facilities, recreational facilities, etc.
- f. Miscellaneous services with individual meters serving well pumps, signs, customer-owned lighting, garages, etc.

General service rate schedules continue to be available for master-metered apartments constructed prior to October 31, 1980, (or after October 31, 1980 with Commission approval) where the establishment consists of:

- a. one or more buildings, each three (3) or less stories in height, of three (3) or more individual apartment living units per building, located on contiguous premises and under single ownership, or
- b. a single building, under single ownership, four (4) or more stories in height, containing three (3) or more individual housekeeping units,

provided there is no submetering, resale, conjunctional, or sub-billing, or separate charge to tenants for electricity by the landlord, nor any form of variable rental charge based upon the electric usage by any tenant.

Notwithstanding a. above, 10% or less of the total number of living units being served through the single meter may be of two units per building, but no single-family units which may be among the buildings in the establishment can be served through the single meter. The number of buildings and apartment units to be served through a single meter may not be greater than the number for which the developer has secured a construction loan or permanent mortgage as of the date of the contract, and proof of such commitment may be required. Additional units to be built on the original premises or on an adjoining premises, must be contracted for separately and served through a separate meter and served on the applicable general service rate schedule.

Upon mutual agreement by the Customer and the Company, service will be rendered through a single meter to multiple delivery points, with the Company owning the distribution facilities between the meter and the several delivery points as set forth under the Extra Facilities section of these Service Regulations.

Service through a single meter billed on a general service schedule is available only for general building use and residential use. Any tenant who could otherwise qualify for any of the Company's rate schedules other than residential, must be served separately by the Company.

The landlord must enter into a contract with the Company for each establishment qualifying for the single meter general service rate schedule in a. or b. above, and the contract shall specify the number of buildings and the number of stories and apartment units within each building in the establishment, the total contract demand of the establishment, and the names of streets, roads, or other boundaries of the contiguous premises within which each establishment is located.

Service will be supplied separately to each establishment. The Company shall make the final determination as to what constitutes a single establishment entitled to a service through a single meter at a single delivery point and shall notify the Customer before making a contract with the Customer.

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7. Industrial Service

The industrial service rate schedule is available to customers classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric usage of such establishment is for its manufacturing processes.

8. Water Heating Service

Residential water heating service is available through the same meter as other residential service on Schedule RS, RE, or RT. Residential controlled submetered water heating service is available on Schedule WC.

Customers on Schedule G or I can obtain separately metered water heating service on Schedule W. Water heaters which do not meet the requirements of Schedule W will be served on the other schedule on which the customer is receiving service. Schedule W is not available to residential customers.

9. Outdoor Lighting Service

Customer-owned outdoor lighting service may be connected to the residential, general service, or industrial service meter, or it may be separately metered. Such separately metered services shall be served on the general service schedule.

Where the Company owns and operates the lighting equipment, service will be provided under Schedule OL or FL.

10. Seasonal Service

Where the Customer's use of energy is seasonal, generally it will be to his advantage to keep his premises connected to the Company's lines throughout the year. Under certain rate schedules, the Customer may elect to contract for an annual minimum charge, rather than a monthly minimum charge, as outlined in the applicable schedules. The Company will disconnect the service for a period of inactivity upon request, but will make a disconnect charge of \$15.00 if the service has been connected less than 6 months.

11. Government and Municipal Service

The regular general service rate schedules are available for government and municipal service to facilities such as offices and schools. Schedule PL is available to governmental entities for street and public area lighting. Schedule TS is available to governmental entities for traffic and safety signals.

12. Time of Use Service

Time of Use rates are optional and are available to residential and nonresidential customers.

13. Load Control and Interruptible Service

Optional Riders for residential load control, interruptible service and standby generator service offer credits for contracting customers who provide a source of capacity to the Company.

14. Breakdown and Standby Service

The Company does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

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15. Temporary Service

Temporary service for construction of buildings or other establishments which will receive permanent electric service from the Company's lines when completed will be provided under Schedule BC if single-phase service is supplied, or under Schedule G if three-phase service is supplied.

Temporary service for construction projects which will not result in permanent electric service, and for rock crushers, asphalt plants, carnivals, fairs, and other nonpermanent installations will be provided on the General Service Schedule where the Customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing on the General Service Schedule for the period involved, said deposit to be returned if the contract period is fulfilled.

16. Special Provisions

- a. Service to x-ray, welding and other equipment of this type may be operated by the Customer through his regular service meter when such operation will not adversely affect the quality of service to neighboring customers. For purposes of establishing the contract demand, such equipment will be rated at one KW for each 4 KVA of rated capacity.

If, however, the use of such equipment causes voltage fluctuations detrimental to the service of the Customer or other customers, the Company may set a separate transformer for the exclusive use of the Customer, and extend a separate service to the Customer's premises. This service shall be metered, and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed 30 cents per month per KVA of the separate transformer. In lieu of setting the separate transformer, the Company may require the Customer to either discontinue the operation of the equipment or install the necessary motor-generator set or other apparatus to eliminate the disturbance to other customers.

- b. Fluorescent lamps. Installation of neon, fluorescent, and/or mercury vapor lamps or tubes, or other types or combinations of gaseous discharge lamps having lower power factor characteristics, made, replaced, relocated, or rearranged after December 31, 1940, should be so equipped that the power factor of each unit or group of units shall not be less than approximately 90% lagging. When an installation has a power factor less than approximately 90% lagging, there shall be added to each monthly bill covering such installation an additional fixed charge of 35 cents for each 100 volt-amperes by which the volt-ampere rating of such installation numerically exceeds the watt rating, as obtained by test or from the manufacturers' nameplates.

- c. Optional Schedules. For certain classes of service, optional schedules are available which result in lower average prices to customers because of their usage characteristics. Since this use is under the control of the Customer, the amount of saving, if any, is also under his control and the choice of schedules, therefore, lies with him.

Upon request, investigation will be made and assistance will be given to the Customer in selecting the rate which is most favorable to his condition and to determine whether the rate under which he is being billed is the most advantageous. The Company does not guarantee that each customer will be served under the most favorable rate at all times, and will not be responsible for notifying the Customer of the most advantageous rate. Not more than one change from one optional rate to another will be made within any twelve (12) month period for any customer. When a change is made from an optional rate to another, no refund will be made of the difference in charges under difference rates applicable to the same class of service.

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- d. Extra Facilities. At the request of the Customer, the Company will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Company's standard form of contract and containing the following provisions:
- 1) Service shall be used solely by the contracting Customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.
 - 2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, or other equipment installed for the exclusive use of the contracting Customer, other than facilities which the Company would furnish to the Customer without cost under its standard form of contract.
 - 3) The facility to be supplied shall be Company standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Company side of the point of delivery.
 - 4) A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of the facilities, but not less than \$25, shall be billed to the Customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule.
 - 5) The "installed cost of extra facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known. The original cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory.
 - 6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the Customer. Upon mutual agreement between the Customer and the Company, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the Company side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.
 - 7) When the extra facilities requested by the Customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the Customer's request, and the installed cost of the facilities which the Company would furnish without cost to the Customer under its standard form of contract.
 - 8) The Company shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Company's service to other customers.
 - 9) Contracts containing the Extra Facilities clause shall have a minimum original term of 5 years to continue from year to year thereafter, but the Company may require the payment of removal costs in contracts with original terms of 10 years or less, and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.
 - 10) Customers from whom the Company may be furnishing extra facilities under contracts made prior to September 1, 1962 shall be exempted from all provisions of this Extra Facilities Clause except 1) until such time as their contracts may expire, or are terminated by the Customer, or are terminated by the Company for reasons not related to the furnishing of extra facilities.
 - 11) In the event that an existing extra facility must be modified or replaced, whether or not such modification or replacement is requested by the affected extra facility Customer, then the installed cost of extra facilities on which the monthly Extra Facilities Charge is based shall be the installed cost of existing equipment, plus the installed cost of new additions, less the installed cost of equipment removed. The installed cost of existing equipment shall be the same installed cost used for said equipment immediately prior to the modification or replacement. The installed cost of new additions shall be the current market price of said new additions at the time the new additions are installed. The installed cost of equipment removed shall be the same installed cost used for said equipment immediately prior to removal.

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